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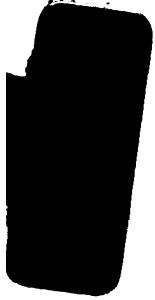
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" The Railway Clauses Consolidation Act 1845 "



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# VICTORIÆ REGINÆ.

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## C A P. XX.

An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the making of Railways. [8th May 1845.]

**W**HEREAS it is expedient to comprise in One general Act sundry Provisions usually introduced into Acts of Parliament authorizing the Construction of Railways, and that, as well for the Purpose of avoiding the Necessity of repeating such Provisions in each of the several Acts relating to such Undertakings, as for ensuring greater Uniformity in the Provisions themselves: And whereas a Bill is now pending in Parliament, intituled *An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the taking of Lands for Undertakings of a public Nature*, and which is intended to be called "The Lands Clauses Consolidation Act, 1845:" May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That this Act shall apply to every Railway which shall by any Act which shall hereafter be passed be authorized to be constructed, and this Act shall be incorporated with such Act; and all the Clauses and Provisions of this Act, save so far as they shall be expressly varied or excepted by any such Act, shall apply to the Undertaking authorized thereby, so far as the same shall

Operation of this Act confined to future Railways.

## 8° VICTORIÆ, Cap. 20.

be applicable to such Undertaking, and shall, as well as the Clauses and Provisions of every other Act which shall be incorporated with such Act, form Part of such Act, and be construed together therewith as forming One Act.

Interpretations in this Act:

"special Act:"

"prescribed:"

"the Lands:"

"the Undertaking."

And with respect to the Construction of this Act and of other Acts to be incorporated therewith, be it enacted as follows:

II. The Expression "the special Act," used in this Act, shall be construed to mean any Act which shall be hereafter passed authorizing the Construction of a Railway, and with which this Act shall be so incorporated as aforesaid; and the Word "prescribed," used in this Act in reference to any Matter herein stated, shall be construed to refer to such Matter as the same shall be prescribed or provided for in the special Act; and the Sentence in which such Word shall occur shall be construed as if, instead of the Word "prescribed," the Expression "prescribed for that Purpose in the special Act" had been used; and the Expression "the Lands" shall mean the Lands which shall by the special Act be authorized to be taken or used for the Purposes thereof; and the Expression "the Undertaking" shall mean the Railway and Works, of whatever Description, by the special Act authorized to be executed.

Interpretations in this and the special Act:

Number:

Gender:

"Lands:"

"Lease:"

"Toll:"

"Goods:"

"Month:"

"Superior Courts:"

"Oath:"

"County:"

III. The following Words and Expressions, both in this and the special Act, shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number only shall include the Plural Number; and Words importing the Plural Number only shall include also the Singular Number:

Words importing the Masculine Gender only shall include Females:

The Word "Lands" shall include Messuages, Lands, Tenements, and Hereditaments of any Tenure:

The Word "Lease" shall include an Agreement for a Lease:

The Word "Toll" shall include any Rate or Charge or other Payment payable under the special Act for any Passenger, Animal, Carriage, Goods, Merchandize, Articles, Matters, or Things conveyed on the Railway:

The Word "Goods" shall include Things of every Kind conveyed upon the Railway:

The Word "Month" shall mean Calendar Month:

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster* or *Dublin*, as the Case may require:

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration lawfully substituted for an Oath in the Case of any other Persons exempted by Law from the Necessity of taking an Oath:

The Word "County" shall include any Riding or other like Division of a County, and shall also include County of a City or County of a Town:

The



Sallad.  
11-24-36.  
Transport.

8° VICTORIÆ, Cap.20.

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The Word "Sheriff" shall include Under Sheriff or other legally competent Deputy; and where any Matter in relation to any Lands is required to be done by any Sheriff or Clerk of the Peace, the Expression "the Sheriff," or the Expression "the Clerk of the Peace," shall in such Case be construed to mean the Sheriff or the Clerk of the Peace of the County, City, Borough, Liberty, Cinque Port, or Place where such Lands shall be situate; and if the Lands in question, being the Property of one and the same Party, be situate not wholly in one County, City, Borough, Liberty, Cinque Port, or Place, the same Expression shall be construed to mean the Sheriff or Clerk of the Peace of any County, City, Borough, Liberty, Cinque Port, or Place where any Part of such Lands shall be situate:

" the Sheriff:"  
" the Clerk of the Peace:"

The Word "Justice" shall mean Justice of the Peace acting for the County, City, Borough, Liberty, Cinque Port, or Place where the Matter requiring the Cognizance of any such Justice shall arise, and who shall not be interested in the Matter; and where such Matter shall arise in respect of Lands, being the Property of one and the same Party, situate not wholly in any one County, City, Borough, Liberty, Cinque Port, or Place, shall mean a Justice acting for the County, City, Borough, Liberty, Cinque Port, or Place where any Part of such Lands shall be situate, and who shall not be interested in such Matter; and where any Matter shall be authorized or required to be done by Two Justices, the Expression "Two Justices" shall be understood to mean Two Justices assembled and acting together:

" Justice:"  
" Two Justices:"

Where under the Provisions of this or the special Act any Notice shall be required to be given to the Owner of any Lands, or where any Act shall be authorized or required to be done with the Consent of any such Owner, the Word "Owner" shall be understood to mean any Person or Corporation who, under the Provisions of this or the special Act, or any Act incorporated therewith, would be enabled to sell and convey Lands to the Company:

" Owner:"

The Expression "the Company" shall mean the Company or Party which shall be authorized by the special Act to construct the Railway:

" the Company:"

The Expression "the Railway" shall mean the Railway and Works by the special Act authorized to be constructed:

" the Railway:"

The Expression "the Board of Trade" shall mean the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations:

" Board of Trade:"

The Expression "the Bank" shall mean the Bank of *England*, where the same shall relate to Monies to be paid or deposited in respect of Lands situate in *England*; and shall mean the Bank of *Ireland* where the same shall relate to Monies to be paid or deposited in respect of Lands situate in *Ireland*:

" the Bank:"

The Expression "Turnpike Road" shall, when applied to any Road in *Ireland*, include any Road upon which Her Majesty's Mails are or shall be carried in Mail Carriages; or such other Roads as the Commissioners of Public Works in *Ireland* shall consider to require Arches of greater Width or Height than by this Act is required for public Carriage Roads:

" Turnpike Road," *Ireland*:

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*Construction of Railway.* received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Limiting De-  
viation from  
Datum Line  
described on  
Sections, &c.

XI. In making the Railway it shall not be lawful for the Company to deviate from the Levels of the Railway, as referred to the common Datum Line described in the Section approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or, in passing through a Town, Village, Street, or Land continuously built upon, Two Feet, without the previous Consent in Writing of the Owners and Occupiers of the Land in which such Deviation is intended to be made; or in case any Street or public Highway shall be affected by such Deviation, then the same shall not be made without the like Consent of the Trustees or Commissioners having the Control of such Street or public Highway, or, if there be no such Trustees or Commissioners, without the like Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Highway may be situated, or without the like Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal, Navigation, Gas Works, or Waterworks affected by such Deviation:

Proviso. Provided always, that it shall be lawful for the Company to deviate from the said Levels to a further Extent without such Consent as aforesaid, by lowering solid Embankments or Viaducts, provided that the requisite Height of Headway as prescribed by Act of Parliament be left for Roads, Streets, or Canals passing under the same: Proviso.

Proviso. Provided also, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent of Two Justices as is herein-before required shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Door of the Parish Church in which such Deviation or Alteration is intended to be made, or, if there be no Church, some other Place to which Notices are usually affixed.

Public  
Notice to be  
given pre-  
vious to  
making  
greater  
Deviations.

XII. Before it shall be lawful for the Company to make any greater Deviation from the Level than Five Feet, or, in any Town, Village, Street, or Land continuously built upon, Two Feet, after having obtained such Consent as aforesaid, it shall be incumbent on the Company to give Notice of such intended Deviation by public Advertisement, inserted Once at least in Two Newspapers, or Twice at least in One Newspaper, circulating in the District or Neighbourhood where such Deviation is intended to be made, Three Weeks at least before commencing to make such Deviation; and it shall be lawful for the Owner of any Lands prejudicially affected thereby, at any Time before the Commencement of the making of such Deviation, to apply to the Board of Trade, after giving Ten Days Notice to the Company, to decide whether, having regard to the Interests of such Applicants, such proposed Deviation is proper to be made; and it shall be lawful for the Board of Trade, if they think fit, to decide such Question accordingly, and by their Certificate in Writing either to disallow the making of such Deviation or to authorize the making thereof, either simply or with any such Modification as shall seem proper to the Board of Trade; and after any such Certificate shall have been given by the Board of Trade it shall not be lawful for the Company

Power to the  
Owners of  
adjoining  
Lands to  
appeal to the  
Board of  
Trade  
against such  
Deviations.

Company to make such Deviation, except in conformity with such Certificate. *Construction of Railway.*

XIII. Where in any Place it is intended to carry the Railway on an Arch or Arches or other Viaduct, as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in which such Tunnel is intended to be made shall consent that the same shall not be so made. *Arches, Tunnels, &c. to be made as marked on deposited Plans.*

XIV. It shall not be lawful for the Company to deviate from or alter the Gradients, Curves, Tunnels, or other engineering Works described in the said Plan or Section, except within the following Limits, and under the following Conditions; (that is to say,) *Limiting Deviations from Gradients, Curves, &c.*

Subject to the above Provisions in regard to altering Levels, it shall be lawful for the Company to diminish the Inclination or Gradients of the Railway to any Extent, and to increase the said Inclination or Gradients as follows; (that is to say,) in Gradients of an Inclination not exceeding One in a Hundred, to any Extent not exceeding Ten Feet *per* Mile, or to any further Extent which shall be certified by the Board of Trade to be consistent with the public Safety, and not prejudicial to the public Interest; and in Gradients of or exceeding the Inclination of One in a Hundred, to any Extent not exceeding Three Feet *per* Mile, or to any further Extent which shall be so certified by the Board of Trade as aforesaid:

It shall be lawful for the Company to diminish the Radius of any Curve described in the said Plan to any Extent which shall leave a Radius of not less than Half a Mile, or to any further Extent authorized by such Certificate as aforesaid from the Board of Trade:

It shall be lawful for the Company to make a Tunnel, not marked on the said Plan or Section, instead of a Cutting, or a Viaduct; instead of a solid Embankment, if authorized by such Certificate as aforesaid from the Board of Trade.

XV. It shall be lawful for the Company to deviate from the Line delineated on the Plans so deposited, provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation delineated upon the said Plans, nor to a greater Extent in passing through a Town, Village, or Lands continuously built upon than Ten Yards, or elsewhere to a greater Extent than One hundred Yards from the said Line, and that the Railway by means of such Deviation be not made to extend into the Lands of any Person, whether Owner, Lessee, or Occupier, whose Name is not mentioned in the Books of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein or in the special Act provided for in Cases of unintentional Errors in the said Books of Reference. *Lateral Deviations.*

XVI. Subject

Works to be executed.	XVI. Subject to the Provisions and Restrictions in this and the special Act, and any Act incorporated therewith, it shall be lawful for the Company, for the Purpose of constructing the Railway, or the Accommodation Works connected therewith, herein-after mentioned, to execute any of the following Works; (that is to say,)
Inclined Planes, &c.	They may make or construct, in, upon, across, under, or over any Lands, or any Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, within the Lands described in the said Plans, or mentioned in the said Books of Reference or any Correction thereof, such temporary or permanent Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences as they think proper;
Alteration of Course of Rivers, &c.	They may alter the Course of any Rivers not navigable, Brooks, Streams, or Watercourses; and of any Branches of navigable Rivers, such Branches not being themselves navigable, within such Lands, for the Purpose of constructing and maintaining Tunnels, Bridges, Passages, or other Works over or under the same, and divert or alter, as well temporarily as permanently, the Course of any such Rivers or Streams of Water, Roads, Streets, or Ways, or raise or sink the Level of any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the Railway, as they may think proper;
Drains, &c.	They may make Drains or Conduits into, through, or under any Lands adjoining the Railway, for the Purpose of conveying Water from or to the Railway;
Warehouses, &c.	They may erect and construct such Houses, Warehouses, Offices, and other Buildings, Yards, Stations, Wharfs, Engines, Machinery, Apparatus, and other Works and Conveniences as they think proper;
Alterations and Repairs.	They may from Time to Time alter, repair, or discontinue the before-mentioned Works or any of them, and substitute others in their Stead; and
General Power.	They may do all other Acts necessary for making, maintaining, altering, or repairing, and using the Railway:
Proviso as to Damages.	Provided always, that in the Exercise of the Powers by this or the special Act granted the Company shall do as little Damage as can be, and shall make full Satisfaction in manner herein and in the special Act, and any Act incorporated therewith, provided, to all Parties interested, for all Damage by them sustained by reason of the Exercise of such Powers.

Works below High-water Mark not to be executed without the Consent of the Lords of the Admiralty.	XVII. It shall not be lawful for the Company to construct on the Shore of the Sea, or of any Creek, Bay, Arm of the Sea, or navigable River communicating therewith, where and so far up the same as the Tide flows and reflows, any Work, or to construct any Railway or Bridge across any Creek, Bay, Arm of the Sea, or navigable River, where and so far up the same as the Tide flows and reflows, without the previous Consent of Her Majesty, Her Heirs and Successors, to be signified in Writing under the Hands of Two of the Commissioners of Her Majesty's Woods, Forests, Land Revenues,
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Revenues, Works, and Buildings, and of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and the said Lord High Admiral, or the said Commissioners, may approve of, such Approval being signified as last aforesaid; and where any such Work, Railway, or Bridge shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consents or Approvals; and if any such Work, Railway, or Bridge shall be commenced or completed contrary to the Provisions of this Act, it shall be lawful for the said Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company; and the Amount thereof may be recovered in the same Manner as a Penalty is recoverable against the Company.

XVIII. It shall be lawful for the Company, for the Purpose of constructing the Railway, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes belonging to any of the Houses adjoining or near to the Railway, and also the Mains and other Pipes laid down by any Company or Society who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions to such Construction, so as the same respectively be done with as little Detriment and Inconvenience to such Company, Society, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the Company to which such Water Pipes or Gas Pipes belong, and of the several Commissioners or Trustees, or Persons having Control of the Pavements, Sewers, Roads, Streets, Highways, Lanes, and other public Passages and Places within the Parish or District where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor, if they or he think fit to attend, after receiving not less than Forty-eight Hours Notice for that Purpose.

XIX. Provided always, That it shall not be lawful for the Company to remove or displace any of the Mains or Pipes (other than private Service Pipes), Syphons, Plugs, or other Works belonging to any such Company or Society, or to do any thing to impede the Passage of Water or Gas into or through such Mains or Pipes, until good and sufficient Mains or Pipes, Syphons, Plugs, and all other Works necessary or proper for continuing the Supply of Water or Gas as sufficiently as the same was supplied by the Mains or Pipes proposed to be removed or displaced, shall, at the Expence of the Company, have been first made and laid down in lieu thereof, and be ready for Use, in a Position as little varying from that of the Pipes or Mains proposed



**Construction  
of Railway.**

posed to be removed or displaced as may be consistent with the Construction of the Railway, and to the Satisfaction of the Surveyor or Engineer of such Water or Gas Company or Society, or, in case of Disagreement between such Surveyor or Engineer and the Company, as a Justice shall direct.

Pipes not to be laid contrary to any Act, and 18 Inches Surface Road to be retained.

Company to make good all Damage.

When Railway crosses Pipes, Company to make a Culvert.

Penalty for obstructing Supply of Gas or Water.

Penalty for obstructing Construction of Railway.

**Drainage of  
Lands.**

1 & 2 W. 4.  
c. 57.

XX. It shall not be lawful for the Company to lay down any such Pipes contrary to the Regulations of any Act of Parliament relating to such Water or Gas Company or Society, or to cause any Road to be lowered for the Purposes of the Railway, without leaving a Covering of not less than Eighteen Inches from the Surface of the Road over such Mains or Pipes.

XXI. The Company shall make good all Damage done to the Property of the Water or Gas Company or Society, by the Disturbance thereof, and shall make full Compensation to all Parties for any Loss or Damage which they may sustain by reason of any Interference with the Mains, Pipes, or Works of such Water or Gas Company or Society, or with the private Service Pipes of any Person supplied by them with Water.

XXII. If it shall be necessary to construct the Railway or any of the Works over any Mains or Pipes of any such Water or Gas Company or Society, the Company shall, at their own Expence, construct and maintain a good and sufficient Culvert over such Main or Pipe, so as to leave the same accessible for the Purpose of Repairs.

XXIII. If by any such Operations as aforesaid the Company shall interrupt the Supply of any Water or Gas they shall forfeit Twenty Pounds for every Day that such Supply shall be so interrupted, and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur, in such Manner as the Overseers of the Poor of the Parish shall direct.

XXIV. If any Person wilfully obstruct any Person acting under the Authority of the Company in the lawful Exercise of their Power, in setting out the Line of the Railway, or pull up or remove any Poles or Stakes driven into the Ground for the Purpose of so setting out the Line of the Railway, or deface or destroy any Marks made for the same Purpose, he shall forfeit a Sum not exceeding Five Pounds for every such Offence.

And whereas there are large Tracts of Land in Ireland subject to Flood and Injury by Water, and the Rivers, Streams, and Watercourses are in many Places obstructed by Shoals, insufficient Bridges, Culverts, Weirs, and other Works, whereby the Waters thereof are elevated above their natural Level: And whereas an Act of Parliament was passed in the Second Year of the Reign of His late Majesty King William the Fourth, intituled *An Act to empower Landed Proprietors in Ireland to sink, embank, and remove Obstructions in Rivers*: And whereas another Act was passed in the Sixth Year

Year of the Reign of Her present Majesty, intituled *An Act to promote the Drainage of Lands, and Improvement of Navigation and Water Power in connexion with such Drainage, in Ireland*; and by the said last-mentioned Act Public Commissioners were appointed to carry the said last-recited Act into execution: And whereas it is essential, for carrying into effect the Purposes of the said Acts, and for the Improvement of Agriculture, that ample Provision be made in all Railway Works in *Ireland* for the free and uninterrupted Passage of the Waters at such Level as will be sufficient not only for the present but all future Discharge of the Waters from Lands crossed by or being on either Side of such Works, and that the Bridges of Railways crossing all Watercourses, Rivers, Lakes, or Estuaries which are or hereafter may be made navigable shall be so constructed as to admit of the commodious Navigation of the same: Therefore, with respect to the Provision to be made for the Drainage of Land in *Ireland* which may be crossed by the Railway, and for the Protection of the Navigation connected therewith, be it enacted as follows:

XXV. If the special Act shall authorize the Construction of a Railway in *Ireland*, the Company shall and they are hereby required, from Time to Time, before proceeding to construct any Portion of the Railway, to submit to the Commissioners acting in execution of the said Act of the Sixth Year of Her present Majesty, or any Act amending the same, such Plans, Sections, and Surveys as shall be necessary to enable the said Commissioners to decide upon the Number and Adequacy of the Waterways of all Bridges, Culverts, Tunnels, Watercourses, and other Works across the Line of such Portion as aforesaid of the Railway, for the free and uninterrupted Discharge of the Waters from all Lands crossed by or lying on either Side of or near the Railway, at such Level as shall in the Opinion of the said Commissioners be sufficient for the present and prospective Drainage and Improvement of such Lands, and (in Cases of Rivers, Lakes, Estuaries, or Watercourses, which are now or may be capable of being made navigable) upon the Height and Adequacy of all Bridges and Works crossing the same, for the commodious Navigation thereof.

XXVI. The said Commissioners shall and they are hereby required, without any unnecessary Delay, to investigate, by such Means as to them shall seem fit, the Adequacy of all such Works for such Purposes as aforesaid, and to decide and certify, by a Writing under their Hands, or the Hands of any Two of them, the Number, Situation, and least possible Dimensions as to Breadth, Depth, and Height of the several Openings of such Bridges, Culverts, Tunnels, or other Works connected with such Portion of the Railway as aforesaid, which shall be necessary for the Passage of Water, or for Navigation under or across such Railway; and it shall not be lawful for the Company to proceed with the Execution of any of the Works connected with any Portion of the Railway without having first obtained such a Certificate as aforesaid respecting such Portion of the Railway, under the Hands of the said Commissioners or any Two of them,

5 & 6 Vict.  
c. 39.

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Time to  
Time to sub-  
mit to the  
Drainage  
Commission-  
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land Plans,  
&c. of the  
Portion of  
the Railway  
which they  
are about to  
execute.

Such Com-  
missioners to  
investigate  
and report  
on the Works  
necessary  
for Drainage.

Drainage of  
Lands.

them, as aforesaid; nor shall the Company be at liberty to deviate from such Certificate in respect to such Works, nor to execute the same otherwise than in conformity therewith, without the previous Approbation in Writing of the said Commissioners.

Summary  
Application  
to the Court  
of Chancery  
to enforce  
the Execu-  
tion of such  
Works.

XXVII. It shall be lawful for the said Commissioners to apply by Petition in a summary Way to the Court of Chancery, complaining of any Omission on the Part of the Company to submit such Plans, Sections, and Surveys to the said Commissioners as aforesaid, or of the Omission to construct any such Bridge, Culvert, Tunnel, or other Works for the Passage of Water, in such Manner as shall be so certified by the said Commissioners, and thereupon it shall be lawful for the said Court to direct such Works to be made or constructed by the Company in such Manner as shall be conformable to the Certificate of the said Commissioners, and to the said Court shall seem necessary or proper, and to make from Time to Time such further or other Order for restraining the Company or any other Persons from proceeding with any of the Works connected with such Portion of Railway, except in conformity with the Certificate of the said Commissioners, and to issue any Writ of Injunction for the Purpose aforesaid; and such Court shall have Power to award Costs to be paid by such Company or Persons.

Saving of  
the Powers  
of the Drain-  
age Com-  
missioners.

XXVIII. Nothing in this or the special Act shall extend or be construed to prejudice or affect the Powers or Authorities of the Commissioners acting in execution of the said Act of the Sixth Year of Her present Majesty, but all such Powers shall be in full Force as to the Formation of any Cut, River, or Watercourse across the Railway, but such Powers shall not be exercised so as to prevent or obstruct the working or using of the Railway.

The Drain-  
age Commis-  
sioners in  
Ireland to  
have Power  
to decide  
Questions as  
to the Exe-  
cution of  
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across the  
Railway.

XXIX. And whereas it is expedient to encourage the Establishment of Manufactories to be worked by Water Power in *Ireland*; be it therefore enacted, That whenever it may be requisite for the Formation of a Watercourse for manufacturing Purposes to construct an Arch, Culvert, Tunnel, or Watercourse beneath or an Aqueduct above any Railway in *Ireland*; and that Differences shall have arisen between the Directors of such Railway and the Person interested in obtaining the Water Power, either as to the Manner in which such Works shall be executed, or the Amount of Compensation which should be paid, it shall be lawful to refer the Questions in issue to the Commissioners acting under the said recited Act of the Fifth and Sixth Years of the Reign of Her Majesty Queen *Victoria*, and their Decision thereon shall be final and conclusive; and if the said Commissioners shall be of opinion that the proposed Works can be executed without Injury to the Railway, and if they shall think proper so to do, they may undertake the Execution of so much of the said Works as shall be in connexion with such Railway, at the Expence of the Parties for whose Benefit the Watercourse shall be made, with the same Powers and Authorities as are given by the said Act for the Execution of any Works for Drainage.

And

And with respect to the temporary Occupation of Lands near the Railway during the Construction thereof, be it enacted as follows :

*Temporary Use of Lands.*

XXX. Subject to the Provisions herein and in the special Act contained, it shall be lawful for the Company, at any Time before the Expiration of the Period by the special Act limited for the Completion of the Railway, to enter upon and use any existing private Road, being a Road gravelled or formed with Stones or other hard Materials, and not being an Avenue or a planted or ornamental Road, or an Approach to any Mansion House, within the prescribed Limits, if any, or, if no Limits be prescribed, not being more than Five hundred Yards distant from the Centre of the Railway as delineated on the Plans; but before the Company shall enter upon or use any such existing Road they shall give Three Weeks Notice of their Intention to the Owners and Occupiers of such Road; and of the Lands over which the same shall pass, and shall in such Notice state the Time during which, and the Purposes for which, they intend to occupy such Road, and shall pay to the Owners and Occupiers of such Road, and of the Lands through which the same shall pass, such Compensation for the Use and Occupation of such Road, either in a gross Sum of Money or by half-yearly Instalments, as shall be agreed upon between such Owners and Occupiers respectively and the Company, or in case they differ about the Compensation the same shall be settled by Two Justices, in the same Manner as any Compensation not exceeding Fifty Pounds is directed to be settled by the said Lands Clauses Consolidation Act.

Company may occupy temporarily private Roads within Five hundred Yards of the Railway.

XXXI. It shall be lawful for the Owners and Occupiers of any such Road, and of the Lands over which the same passes, within Ten Days after the Service of the aforesaid Notice, by Notice in Writing to the Company to object to the Company making use of such Road, on the Ground that other Roads, such as the Company are herein-before authorized to use for the Purposes aforesaid, or that some public Road, would be more fitting to be used for the same; and upon the Objection being so made such Proceedings may be had as are herein-after mentioned with respect to Lands temporarily occupied by the Company, in respect of which Three Weeks Notice is herein-after required to be given, and in the same Manner as if in the Provisions relative to such Proceedings the Word Road or Roads, or the Words Road and the Land over which the same passes, as the Case may require, had been substituted in such Provisions for the Word Lands.

Power to Owners and Occupiers of Road and Land to object that other Roads should be taken.

XXXII. Subject to the Provisions herein and in the special Act contained, it shall be lawful for the Company, at any Time before the Expiration of the Period by the special Act limited for the Completion of the Railway, without making any previous Payment, Tender, or Deposit, to enter upon any Lands within the prescribed Limits, or, if no Limits be prescribed, not being more than Two hundred Yards distant from the Centre of the Railway as delineated on the Plans, and not being a Garden, Orchard, or Plantation attached or belonging to a House, nor a Park, planted Walk, Avenue, or Ground ornamentally planted, and not being nearer to

Power to take temporary Possession of Land without previous Payment of Price.

*Temporary  
Use of  
Lands.*

the Mansion House of the Owner of any such Lands than the prescribed Distance, or if no Distance be prescribed, then not nearer than Five hundred Yards therefrom, and to occupy the said Lands so long as may be necessary for the Construction or Repair of that Portion of the Railway, or of the Accommodation Works connected therewith, herein-after mentioned, and to use the same for any of the following Purposes; (that is to say,)

For the Purpose of taking Earth or Soil by Side Cuttings therefrom;

For the Purpose of depositing Spoil thereon;

For the Purpose of obtaining Materials therefrom for the Construction or Repair of the Railway or such Accommodation Works as aforesaid; or

For the Purpose of forming Roads thereon to or from or by the Side of the Railway:

And in exercise of the Powers aforesaid it shall be lawful for the Company to deposit and also to manufacture and work upon such Lands Materials of every Kind used in constructing the Railway, and also to dig and take from out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing the Railway or any such Roads as aforesaid, and for the Purposes aforesaid to erect thereon Workshops, Sheds, and other Buildings of a temporary Nature: Provided always, that nothing in this Act contained shall exempt the Company from an Action for Nuisance or other Injury, if any done, in the Exercise of the Powers herein-before given, to the Lands or Habitations of any Party other than the Party whose Lands shall be so taken or used for any of the Purposes aforesaid: Provided also, that no Stone or Slate Quarry, Brick Field, or other like Place, which at the Time of the passing of the special Act shall be commonly worked or used for getting Materials therefrom for the Purpose of selling or disposing of the same, shall be taken or used by the Company, either wholly or in part, for any of the Purposes lastly herein-before mentioned.

*Company to  
give Notice  
previous to  
such tem-  
porary Pos-  
session.*

XXXIII. In case any such Lands shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the Railway, the Company shall before entering thereon (except in the Case of Accident to the Railway requiring immediate Reparation) give Three Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes herein-before mentioned the Company shall (except in the Cases aforesaid) give Ten Days like Notice thereof, and the Company shall in such Notices respectively state the Substance of the Provisions herein-after contained respecting the Right of such Owner or Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be.

*Service of  
Notices on  
Owners and  
Occupiers of  
Lands.*

XXXIV. The said Notice shall either be served personally on such Owners and Occupiers, or left at their last usual Place of Abode, if any such can, after diligent Inquiry, be found, and in case any such Owner shall be absent from the United Kingdom, or cannot be found after



after diligent Inquiry, shall also be left with the Occupier of such Lands, or, if there be no such Occupier, shall be affixed upon some conspicuous Part of such Lands.

*Temporary  
Use of  
Lands.*

XXXV. In any Case in which a Notice of Three Weeks is hereinbefore required to be given it shall be lawful for the Owner or Occupier of the Lands therein referred to, within Ten Days after the Service of such Notice, by Notice in Writing to the Company to object to the Company making use of such Lands, either on the ground that the Lands proposed to be taken for the Purposes aforesaid, or some Part thereof, or of the Materials contained therein, are essential to be retained by such Owner, in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, or on the ground that other Lands lying contiguous or near to those proposed to be taken would be more fitting to be used for such Purposes by the Company; and upon Objection being so made such Proceedings may be had as herein-after mentioned.

Power to  
Owner to  
object that  
other Lands  
ought to be  
taken.

XXXVI. If the Objection so made be on the ground that the Lands proposed to be taken, or some Part thereof, or of the Materials contained therein, are essential to be retained by the Owner in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, it shall be lawful for any Justice, on the Application of such Owner, to summon the Company to appear before Two Justices at a Time and Place to be named in the Summons, such Time not being later than the Expiration of the said Twenty-one Days Notice; and on the Appearance of the Company, or, in their Absence, upon Proof of due Service of the Summons, it shall be lawful for such Justices to inquire into the Truth of such Ground of Objection; and if it appear to such Justices that for some special Reason, to be stated in the Order after mentioned, the Lands so proposed to be taken, or any Part thereof, or of the Materials contained therein, are essential to be retained by the Owner of such Lands in order to the beneficial Enjoyment of other neighbouring Lands belonging to him, and ought not therefore to be taken or used by the Company, it shall be lawful for such Justices, by Writing under their Hands, to order that the Lands so proposed to be taken, or some Part thereof, or of the Materials contained therein, to be specified in such Order, shall not be taken or used by the Company, and after Service of such Order on the Company it shall not be lawful for them to take or use, without the previous Consent in Writing of the Owner thereof, any of the Lands or Materials which by such Order they are ordered not to take or use.

Power to  
Two Justices  
to order that  
the Lands  
and Mate-  
rials shall  
not be taken.

XXXVII. If the Objection so made as aforesaid be on the ground that other Lands lying contiguous to those proposed to be taken, and being sufficient in Quantity, and such as the Company are hereinbefore authorized to use for the Purposes aforesaid, would be more fitting to be used by the Company, and if in such Case the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for any Justice, on the Application of such Owner or Occupier, to summon the Company and the Owners and Occupiers of such other Lands to appear before Two Justices at a Time

Power to  
Justices to  
order other  
Lands to be  
taken.

*Temporary  
Use of  
Lands.*

a Time and Place to be named in such Summons, such Time not being more than Fourteen Days after such Application nor less than Seven Days from the Service of such Summons; and on the Appearance of the Parties, or, in the Absence of any of them, upon Proof of due Service of the Summons, it shall be lawful for such Justices to determine summarily which of the said Lands shall be used by the Company for the Purposes aforesaid, and to authorize the Company to occupy and use the same accordingly.

*Power to the  
Justices to  
summon  
other Owners  
before them.*

XXXVIII. If in the Case last mentioned it shall appear to such Justices, upon the Inquiry before them, that the Lands of any other Party not summoned before them, being sufficient in Quantity, and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more fitting to be used by the Company than the Lands of the Person who shall have been so summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Inquiry nor less than Seven Days from the Service of such Summons; and on the Appearance of the Parties, or, in the Absence of any of them, on Proof of due Service of the Summons, it shall be lawful for such Justices to determine finally which Lands shall be used for the Purposes aforesaid, and to authorize the Company to occupy and use the same accordingly.

*The Com-  
pany to give  
Sureties, if  
required.*

XXXIX. Before entering, under the Provisions herein-before contained, upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials or forming Roads as aforesaid, the Company shall, if required by the Owner or Occupier thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, to be approved of by a Justice, in case the Parties differ, who shall enter into a Bond to such Owner or Occupier in a Penalty of such Amount as shall be approved of by such Justice, in case the Parties differ, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein mentioned.

*Company to  
separate the  
Lands before  
using them.*

XL. Before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto, with such Gates as may be required by the said Owner or Occupier for the convenient Occupation of such Lands, and shall also, to all private Roads used by them as aforesaid, put up Fences and Gates in like Manner, in all Cases where the same may be necessary to prevent the straying of Cattle from or upon the Lands traversed by such Roads, and in case of any Difference between the Owners or Occupiers of such Roads and Lands and the Company as to the Necessity for such Fences and Gates, such Fences and Gates as any Two Magistrates shall deem necessary for the Purposes aforesaid, on Application being made to them in like Manner as herein-before is provided in respect to the Use of such Roads.

XLI. That

XLI. That if any Land shall be taken or used by the Company, under the Provisions of this or the special Act, for the Purpose of getting Materials therefrom for the Construction or Repair of the Railway, or the Accommodation Works connected therewith, they shall work the same in such Manner as the Surveyor or Agent of the Owner of such Land shall direct, or, in case of Disagreement between such Surveyor or Agent and the Company, in such Manner as any Justice shall direct, on the Application of either Party, after Notice of the hearing the Application shall have been given to the other Party.

Lands taken for getting Materials, &c. to be worked as the Surveyor of Owner may direct.

XLII. In all Cases in which the Company shall in exercise of the Powers aforesaid enter upon any Lands for the Purpose of making Spoil Banks or Side Cuttings thereon, or for obtaining therefrom Materials for the Construction or Repair of the Railway, it shall be lawful for the Owners or Occupiers of such Lands, or Parties having such Estates or Interests therein as, under the Provisions in the said Lands Clauses Consolidation Act mentioned, would enable them to sell or convey Lands to the Company, at any Time during the Possession of any such Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from the Company in respect of such temporary Occupation, to serve a Notice in Writing on the Company requiring them to purchase the said Lands, or the Estates and Interests therein capable of being sold and conveyed by them respectively; and in such Notice such Owners or Occupiers shall set forth the Particulars of such their Estate or Interest in such Lands, and the Amount of their Claim in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein capable of being sold and conveyed by the Parties serving such Notice.

Owners of Lands may compel Company to purchase Lands so temporarily occupied.

XLIII. In any of the Cases aforesaid, where the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein or in the special Act granted, it shall be incumbent on the Company, within One Month after their Entry upon such Lands, upon being required so to do, to pay to the Occupier of the said Lands the Value of any Crop or Dressing that may be thereon, as well as full Compensation for any other Damage of a temporary Nature which he may sustain by reason of their so taking possession of his Lands, and shall also from Time to Time during their Occupation of the said Lands pay half-yearly to such Occupier or to the Owner of the Lands, as the Case may require, a Rent to be fixed by Two Justices, in case the Parties differ, and shall also within Six Months after they shall have ceased to occupy the said Lands, and not later than Six Months after the Expiration of the Time by the special Act limited for the Completion of the Railway, pay to such Owner and Occupier, or deposit in the Bank for the Benefit of all Parties interested, as the Case may require, Compensation for all permanent or other Loss, Damage, or Injury that may have been sustained by them by reason of the Exercise, as regards the said Lands, of the Powers herein or in the special Act granted, including the

Compensation to be made for temporary Occupation.

*Temporary  
Use of  
Lands.*

the full Value of all Clay, Stone, Gravel, Sand, and other Things taken from such Lands.

*Compensation to be ascertained under the Lands Clauses Act.*

XLIV. The Amount and Application of the Purchase Money and other Compensation payable by the Company in any of the Cases aforesaid shall be determined in the Manner provided by the said Lands Clauses Consolidation Act for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof.

*Lands for additional Stations.*

*Land to be taken for additional Stations, &c.*

XLV. And be it enacted, That it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them under the Powers of this or the special Act, to contract with any Party willing to sell the same for the Purchase of any Land adjoining or near to the Railway, not exceeding in the whole the prescribed Number of Acres for extraordinary Purposes; (that is to say,)

For the Purpose of making and providing additional Stations, Yards, Wharfs, and Places for the Accommodation of Passengers, and for receiving, depositing, and loading or unloading Goods or Cattle to be conveyed upon the Railway, and for the Erection of Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences:

For the Purpose of making convenient Roads or Ways to the Railway, or any other Purpose which may be requisite or convenient for the Formation or Use of the Railway.

*Crossing of Roads, and Construction of Bridges.*

*Crossing of Roads.*

And with respect to the crossing of Roads, or other Interference therewith, be it enacted as follows:

XLVI. If the Line of the Railway cross any Turnpike Road or public Highway, then (except where otherwise provided by the special Act) either such Road shall be carried over the Railway, or the Railway shall be carried over such Road, by means of a Bridge, of the Height and Width and with the Ascent or Descent by this or the special Act in that Behalf provided; and such Bridge, with the immediate Approaches, and all other necessary Works, connected therewith, shall be executed and at all Times thereafter maintained at the Expence of the Company: Provided always, that, with the Consent of Two or more Justices in Petty Sessions, as after mentioned, it shall be lawful for the Company to carry the Railway across any Highway, other than a public Carriage Road, on the Level;

*Provision in Cases where Roads are crossed on a Level.*

XLVII. If the Railway cross any Turnpike Road or public Carriage Road on a Level, the Company shall erect, and at all Times maintain good and sufficient Gates across such Road, on each Side of the Railway where the same shall communicate therewith, and shall employ proper Persons to open and shut such Gates; and such Gates shall be kept constantly closed across such Road on both Sides of the Railway, except during the Time when Horses, Cattle, Carts, or Carriages passing along the same shall have to cross such Railway; and such Gates shall be of such Dimensions and so constructed as when

when closed to fence in the Railway, and prevent Cattle or Horses passing along the Road from entering upon the Railway; and the Person intrusted with the Care of such Gates shall cause the same to be closed as soon as such Horses, Cattle, Carts, or Carriages shall have passed through the same, under a Penalty of Forty Shillings for every Default therein: Provided always, that it shall be lawful for the Board of Trade, in any Case in which they are satisfied that it will be more conducive to the public Safety that the Gates on any level Crossing over any such Road should be kept closed across the Railway, to order that such Gates shall be kept so closed, instead of across the Road, and in such Case such Gates shall be kept constantly closed across the Railway, except when Engines or Carriages passing along the Railway shall have Occasion to cross such Road, in the same Manner and under the like Penalty as above directed with respect to the Gates being kept closed across the Road.

*Crossing of  
Roads, and  
Construction  
of Bridges.*

XLVIII. Where the Railway crosses any Turnpike Road on a Level adjoining to a Station, all Trains on the Railway shall be made to slacken their Speed before arriving at such Turnpike Road, and shall not cross the same at any greater Rate of Speed than Four Miles an Hour; and the Company shall be subject to all such Rules and Regulations with regard to such Crossings as may from Time to Time be made by the Board of Trade.

*As to cross-  
ing of Turn-  
pike Roads  
adjoining  
Stations.*

XLIX. Every Bridge to be erected for the Purpose of carrying the Railway over any Road shall (except where otherwise provided by the special Act) be built in conformity with the following Regulations; (that is to say,)

*Construction  
of Bridges,  
over Roads.*

The Width of the Arch shall be such as to leave thereunder a clear Space of not less than Thirty-five Feet if the Arch be over a Turnpike Road, and of Twenty-five Feet if over a public Carriage Road, and of Twelve Feet if over a private Road:

The clear Height of the Arch from the Surface of the Road shall not be less than Sixteen Feet for a Space of Twelve Feet if the Arch be over a Turnpike Road, and Fifteen Feet for a Space of Ten Feet if over a public Carriage Road; and in each of such Cases the clear Height at the springing of the Arch shall not be less than Twelve Feet:

The clear Height of the Arch for a Space of Nine Feet shall not be less than Fourteen Feet over a private Carriage Road:

The Descent made in the Road in order to carry the same under the Bridge shall not be more than One Foot in Thirty Feet if the Bridge be over a Turnpike Road, One Foot in Twenty Feet if over a public Carriage Road, and One Foot in Sixteen Feet if over a private Carriage Road, not being a Tramroad or Railroad; or if the same be a Tramroad or Railroad the Descent shall not be greater than the prescribed Rate of Inclination, and if no Rate be prescribed the same shall not be greater than as it existed at the passing of the special Act.

L. Every Bridge erected for carrying any Road over the Railway shall (except as otherwise provided by the special Act) be built in conformity with the following Regulations; (that is to say,)

*Construction  
of Bridges  
over Rail-  
way.*

There



*Crossing of  
Roads, and  
Construction  
of Bridges.*

There shall be a good and sufficient Fence on each Side of the Bridge of not less Height than Four Feet, and on each Side of the immediate Approaches of such Bridge of not less than Three Feet:

The Road over the Bridge shall have a clear Space between the Fences thereof of Thirty-five Feet if the Road be a Turnpike Road, and Twenty-five Feet if a public Carriage Road, and Twelve Feet if a private Road:

The Ascent shall not be more than One Foot in Thirty Feet if the Road be a Turnpike Road, One Foot in Twenty Feet if a public Carriage Road, and One Foot in Sixteen Feet if a private Carriage Road, not being a Tramroad or Railroad, or if the same be a Tramroad or Railroad the Ascent shall not be greater than the prescribed Rate of Inclination, and if no Rate be prescribed the same shall not be greater than as it existed at the passing of the special Act.

The Width of the Bridges need not exceed the Width of the Road in certain Cases.

LI. Provided always, That in all Cases where the average available Width for the Passage of Carriages of any existing Roads within Fifty Yards of the Points of crossing the same is less than the Width herein-before prescribed for Bridges over or under the Railway, the Width of such Bridges need not be greater than such average available Width of such Roads, but so nevertheless that such Bridges be not of less Width, in the Case of a Turnpike Road or public Carriage Road, than Twenty Feet: Provided also, that if at any Time after the Construction of the Railway the average available Width of any such Road shall be increased beyond the Width of such Bridge on either Side thereof, the Company shall be bound, at their own Expence, to increase the Width of the said Bridge to such Extent as they may be required by the Trustees or Surveyors of such Road, not exceeding the Width of such Road as so widened, or the maximum Width herein or in the special Act prescribed for a Bridge in the like Case over or under the Railway.

Existing Inclinations of Roads crossed or diverted need not be improved.

LII. Provided also, That if the mesne Inclination of any Road within Two hundred and fifty Yards of the Point of crossing the same, or the Inclination of such Portion of any Road as may require to be altered, or for which another Road shall be substituted, shall be steeper than the Inclination herein-before required to be preserved by the Company, then the Company may carry any such Road over or under the Railway, or may construct such altered or substituted Road at an Inclination not steeper than the said mesne Inclination of the Road so to be crossed, or of the Road so requiring to be altered, or for which another Road shall be substituted.

Before Roads interfered with, others to be substituted.

LIII. If, in the Exercise of the Powers by this or the special Act granted, it be found necessary to cross, cut through, raise, sink, or use any Part of any Road, whether Carriage Road, Horse Road, Tramroad, or Railway, either public or private, so as to render it impassable for or dangerous or extraordinarily inconvenient to Passengers or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before the Commencement of any such Operations,

tions, cause a sufficient Road to be made instead of the Road to be interfered with, and shall at their own Expence maintain such substituted Road in a State as convenient for Passengers and Carriages as the Road so interfered with, or as nearly so as may be.

*Crossing of  
Roads, and  
Construction  
of Bridges.*

LIV. If the Company do not cause another sufficient Road to be so made before they interfere with any such existing Road as aforesaid, they shall forfeit Twenty Pounds for every Day during which such substituted Road shall not be made after the existing Road shall have been interrupted; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, and shall be applied for the Purposes thereof, or in case of a private Road the same shall be paid to the Owner thereof, and every such Penalty shall be recoverable with Costs by Action in any of the Superior Courts.

Penalty for  
not sub-  
stituting a  
Road.

LV. If any Party entitled to a Right of Way over any Road so interfered with by the Company shall suffer any special Damage by reason that the Company shall fail to cause another sufficient Road to be made before they interfere with the existing Road, it shall be lawful for such Party to recover the Amount of such special Damage from the Company, with Costs, by Action on the Case in any of the Superior Courts, and that whether any Party shall have sued for such Penalty as aforesaid or not, and without Prejudice to the Right of any Party to sue for the same.

Party suffer-  
ing Damage  
from Inter-  
ruption of  
Road to re-  
cover in an  
Action on  
the Case.

LVI. If the Road so interfered with can be restored compatibly with the Formation and Use of the Railway, the same shall be restored to as good a Condition as the same was in at the Time when the same was first interfered with by the Company, or as near thereto as may be; and if such Road cannot be restored compatibly with the Formation and Use of the Railway, the Company shall cause the new or substituted Road, or some other sufficient substituted Road, to be put into a permanently substantial Condition, equally convenient as the former Road, or as near thereto as Circumstances will allow; and the former Road shall be restored, or the substituted Road put into such Condition as aforesaid, as the Case may be, within the following Periods after the first Operation on the former Road shall have been commenced, unless the Trustees or Parties having the Management of the Road to be restored by Writing under their Hands consent to an Extension of the Period, and in such Case within such extended Period; (that is to say,) if the Road be a Turnpike Road, within Six Months, and if the Road be not a Turnpike Road, within Twelve Months.

Period for  
Restoration  
of Roads in-  
terfered  
with.

LVII. If any such Road be not so restored, or the substituted Road so completed as aforesaid, within the Periods herein or in the special Act fixed for that Purpose, the Company shall forfeit to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road interfered with by the Company, if a public Road, or if a private Road to the Owner thereof, Five Pounds for every Day after the Expiration of such Periods respectively during which such Road shall not be so restored or the substituted Road completed; and it

Penalty for  
failing to  
restore Road.

*Crossing of  
Roads, and  
Construction  
of Bridges.*

shall be lawful for the Justices by whom any such Penalty is imposed to order the whole or any Part thereof to be laid out in executing the Work in respect whereof such Penalty was incurred.

*Company to  
repair Roads  
used by  
them.*

LVIII. If in the course of making the Railway the Company shall use or interfere with any Road they shall from Time to Time make good all Damage done by them to such Road; and if any Question shall arise as to the Damage done to any such Road by the Company, or as to the Repair thereof by them, such Question shall be referred to the Determination of Two Justices; and such Justices may direct such Repairs to be made in the State of such Road, in respect of the Damage done by the Company, and within such Period as they think reasonable, and may impose on the Company, for not carrying into effect such Repairs, any Penalty not exceeding Five Pounds *per* Day as to such Justices shall seem just; and such Penalty shall be paid to the Surveyor or other Person having the Management of the Road interfered with by the Company, if a public Road, and be applied for the Purposes of such Road, or if a private Road the same shall be paid to the Owner thereof: Provided always, that in determining any such Question with regard to a Turnpike Road the said Justices shall have regard to and shall make full Allowance for any Tolls that may have been paid by the Company on such Road in the course of the using thereof.

*Proceedings  
on Application  
to Jus-  
tices to con-  
sent to level  
Crossings of  
Bridleways  
and Foot-  
ways.*

LIX. When the Company shall intend to apply for the Consent of Two Justices, as herein-before provided, so as to authorize them to carry the Railway across any Highway other than a public Carriage Road on the Level, they shall, Fourteen Days at least previous to the holding of the Petty Sessions at which such Application is intended to be made, cause Notice of such intended Application to be given in some Newspaper circulating in the County, and also to be affixed upon the Door of the Parish Church of the Parish in which such Crossing is intended to be made, or if there be no such Church some other Place to which Notices are usually affixed; and if it appear to any Two or more Justices acting for the District in which such Highway at the proposed Crossing thereof is situate, and assembled in Petty Sessions, after such Notice as aforesaid, that the Railway can, consistently with a due Regard to the public Safety and Convenience, be carried across such Highway on the Level, it shall be lawful for such Justices to consent that the same may be so carried accordingly.

*Appeal  
against the  
Determina-  
tion of the  
Justices.*

LX. If either Party shall feel aggrieved by the Determination of such Justices upon any such Application as aforesaid, it shall be lawful for such Party, in like Manner and subject to the like Conditions as are herein-after provided in the Case of Appeals in respect of Penalties and Forfeitures, to appeal to the Quarter Sessions of the County or Place in which the Cause of Appeal shall have arisen; and it shall be lawful for the Justices in such Quarter Sessions, upon the hearing of such Appeal, either to confirm or quash the Determination, or to make such other Order in regard to the Method of carrying the Railway across such Highway as aforesaid, as to them shall seem fit, and to make such Order concerning the

Costs

Costs both of the original Application and of the Appeal as to them shall seem reasonable.

LXI. If the Railway shall cross any Highway other than a public Carriageway on the Level; the Company shall at their own Expence make and at all Times maintain convenient Ascents and Descents and other convenient Approaches, with Handrails or other Fences, and shall, if such Highway be a Bridleway, erect and at all Times maintain good and sufficient Gates, and if the same shall be a Footway, good and sufficient Gates or Stiles, on each Side of the Railway where the Highway shall communicate therewith.

Company to make sufficient Approaches and Fences to Bridleways and Footways crossing on the Level.

LXII. If, where the Railway shall cross any Highway on the Level, the Company fail to make convenient Ascents and Descents or other convenient Approaches, and such Handrails, Fence, Gates, and Stiles as they are herein-before required to make, it shall be lawful for Two Justices, on the Application of the Surveyor of Roads, or of any Two Householdors within the Parish or District where such Crossing shall be situate, after not less than Ten Days Notice to the Company, to order the Company to make such Ascent and Descent or other Approach, or such Handrails, Fences, Gates, or Stiles as aforesaid, within a Period to be limited for that Purpose by such Justices; and if the Company fail to comply with such Order they shall forfeit Five Pounds for every Day that they fail so to do; and it shall be lawful for the Justices by whom any such Penalty is imposed to order the whole or any Part thereof to be applied, in such Manner and by such Person as they think fit, in executing the Work in respect whereof such Penalty was incurred.

Justices to have Power to order Approaches and Fences to be made to Highways crossing on the Level.

LXIII. If the Commissioners or Trustees of any Turnpike Road, or the Surveyor of any Highway, apprehend Danger to the Passengers on such Road in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway, it shall be lawful for such Commissioners, or Trustees, or Surveyor, after giving Fourteen Days Notice to the Company, to apply to the Board of Trade with respect thereto; and if it shall appear to the said Board that such Danger might be obviated or lessened by the Construction of any Works in the Nature of a Screen near to or adjoining the Side of such Road, it shall be lawful for them, if they shall think fit, to certify the Works necessary or proper to be executed by the Company for the Purpose of obviating or lessening such Danger, and by such Certificate to require the Company to execute such Works within a certain Time after the Service of such Certificate, to be appointed by the said Board.

*Screens for Turnpike Roads.*

Screen for Roads to be made, if required by the Board of Trade.

LXIV. Where by any such Certificate as aforesaid the Company shall have been required to execute any such Work in the Nature of a Screen, they shall execute and complete the same within the Period appointed for that Purpose in such Certificate; and if they fail so to do they shall forfeit to the said Commissioners, or Trustees, or Surveyor, Five Pounds for every Day during which such Works shall remain uncompleted beyond the Period so appointed for their Completion; and it shall be lawful for the Justices by whom any such

Penalty for failing to construct

Penalty

Penalty is imposed to order the whole or any Part thereof to be laid out in executing the Work in respect whereof such Penalty was incurred.

*Construction  
of Bridges.*

Justices to  
have Power  
to order  
Repair of  
Bridges, &c.

LXV. Where, under the Provisions of this or the special Act, or any Act incorporated therewith, the Company are required to maintain or keep in repair any Bridge, Fence, Approach, Gate, or other Work executed by them, it shall be lawful for Two Justices, on the Application of the Surveyor of Roads, or of any Two Householdors of the Parish or District where such Work may be situate, complaining that any such Work is out of repair, after not less than Ten Days Notice to the Company, to order the Company to put such Work into complete Repair within a Period to be limited for that Purpose by such Justices; and if the Company fail to comply with such Order they shall forfeit Five Pounds for every Day that they fail so to do; and it shall be lawful for the Justices by whom any such Penalty is imposed to order the whole or any Part thereof to be applied, in such Manner and by such Persons as they think fit, in putting such Work into repair.

Board of  
Trade em-  
powered to  
modify the  
Construction  
of certain  
Roads,  
Bridges, &c.,  
where a  
strict Com-  
pliance with  
the Act is  
impossible  
or inconve-  
nient.

LXVI. And whereas Expence might frequently be avoided, and public Convenience promoted, by a Reference to the Board of Trade upon the Construction of public Works of an engineering Nature connected with the Railway, where a strict Compliance with the Provisions of this or the special Act might be impossible, or attended with Inconvenience to the Company, and without adequate Advantage to the Public; be it enacted, That in case any Difference in regard to the Construction, Alteration, or Restoration of any Road or Bridge, or other public Work of an engineering Nature, required by the Provisions of this or the special Act, shall arise between the Company and any Trustees, Commissioners, Surveyors, or other Persons having the Control of or being authorized by Law to enforce the Construction of such Road, Bridge, or Work, it shall be lawful for either Party, after giving Fourteen Days Notice in Writing of their Intention so to do to the other Party, to apply to the Board of Trade to decide upon the proper Manner of constructing, altering, or restoring such Road, Bridge, or other Work; and it shall be lawful for the Board of Trade, if they shall think fit, to decide the same accordingly, and to authorize, by Certificate in Writing, any Arrangement or Mode of Construction in regard to any such Road, Bridge, or other Work which shall appear to them either to be in substantial Compliance with the Provisions of this and the special Act, or to be calculated to afford equal or greater Accommodation to the Public using such Road, Bridge, or other Work; and after any such Certificate shall have been given by the Board of Trade, the Road, Bridge, or other Work therein mentioned shall be constructed by the Company in conformity with the Terms of such Certificate, and being so constructed shall be deemed to be constructed in conformity with the Provisions of this and the special Act: Provided always, that no such Certificate shall be granted by the Board of Trade unless they shall be satisfied that existing private Rights or Interests will not be injuriously affected thereby.

LXVII. And

LXVII. And be it enacted, That all Regulations, Certificates, Notices, and other Documents in Writing purporting to be made or issued by or by the Authority of the Board of Trade, and signed by some Officer appointed for that Purpose by the Board of Trade, shall, for the Purposes of this and the special Act, and any Act incorporated therewith, be deemed to have been so made and issued, and that without Proof of the Authority of the Person signing the same, or of the Signature thereto, which Matters shall be presumed until the contrary be proved; and Service of any such Document, by leaving the same at one of the principal Offices of the Railway Company, or by sending the same by Post addressed to the Secretary at such Office, shall be deemed good Service upon the Company; and all Notices and other Documents required by this or the special Act to be given to or laid before the Board of Trade shall be delivered at, or sent by Post addressed to, the Office of the Board of Trade in *London*.

Authentica-  
tion of Cer-  
tificates of  
the Board  
of Trade,  
Service of  
Notices, &c.

And with respect to Works for the Accommodation of Lands adjoining the Railway, be it enacted as follows :

*Works for  
Protection  
and Accom-  
modation  
of Lands.*

LXVIII. The Company shall make and at all Times thereafter maintain the following Works for the Accommodation of the Owners and Occupiers of Lands adjoining the Railway; (that is to say,)

Such and so many convenient Gates, Bridges, Arches, Culverts, and Passages over, under, or by the Sides of or leading to or from the Railway as shall be necessary for the Purpose of making good any Interruptions caused by the Railway to the Use of the Lands through which the Railway shall be made; and such Works shall be made forthwith after the Part of the Railway passing over such Lands shall have been laid out or formed, or during the Formation thereof:

*Gates,  
Bridges, &c.*

Also sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences for separating the Land taken for the Use of the Railway from the adjoining Lands not taken, and protecting such Lands from Trespass, or the Cattle of the Owners or Occupiers thereof from straying thereout, by reason of the Railway, together with all necessary Gates made to open towards such adjoining Lands, and not towards the Railway, and all necessary Stiles; and such Posts, Rails, and other Fences shall be made forthwith after the taking of any such Lands, if the Owners thereof shall so require, and the said other Works as soon as conveniently may be :

*Fences :*

Also all necessary Arches, Tunnels, Culverts, Drains, or other Passages, either over or under or by the Sides of the Railway, of such Dimensions as will be sufficient at all Times to convey the Water as clearly from the Lands lying near or affected by the Railway as before the making of the Railway, or as nearly so as may be; and such Works shall be made from Time to Time as the Railway Works proceed :

*Drains :*

Also proper Watering Places for Cattle where by reason of the Railway the Cattle of any Person occupying any Lands lying near thereto shall be deprived of Access to their former Watering Places; and such Watering Places shall be so made as to be

*Watering  
Places.*

*Works for  
Protection  
and Accom-  
modation  
of Lands.*

at all Times as sufficiently supplied with Water as theretofore, and as if the Railway had not been made, or as nearly so as may be; and the Company shall make all necessary Water-courses and Drains for the Purpose of conveying Water to the said Watering Places:

Provided always, that the Company shall not be required to make such Accommodation Works in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any Accommodation Works with respect to which the Owners and Occupiers of the Lands shall have agreed to receive and shall have been paid Compensation instead of the making them.

*Differences  
as to Accom-  
modation  
Works to be  
settled by  
Justices*

LXIX. If any Difference arise respecting the Kind or Number of any such Accommodation Works, or the Dimensions or Sufficiency thereof; or respecting the maintaining thereof, the same shall be determined by Two Justices; and such Justices shall also appoint the Time within which such Works shall be commenced and executed by the Company.

*Execution of  
Works by  
Owners on  
default by  
the Com-  
pany.*

LXX. If for Fourteen Days next after the Time appointed by such Justices for the Commencement of any such Works the Company shall fail to commence such Works, or having commenced shall fail to proceed diligently to execute the same in a sufficient Manner, it shall be lawful for the Party aggrieved by such Failure himself to execute such Works or Repairs; and the reasonable Expences thereof shall be repaid by the Company to the Party by whom the same shall so have been executed; and if there be any Dispute about such Expences the same shall be settled by Two Justices: Provided always, that no such Owner or Occupier or other Person shall obstruct or injure the Railway, or any of the Works connected therewith, for a longer Time nor use them in any other Manner than is unavoidably necessary for the Execution or Repair of such Accommodation Works.

*Power to  
Owners of  
Lands to  
make such  
additional  
accommoda-  
tion Works*

LXXI. If any of the Owners or Occupiers of Lands affected by such Railway shall consider the Accommodation Works made by the Company, or directed by such Justices to be made by the Company, insufficient for the commodious Use of their respective Lands, it shall be lawful for any such Owner or Occupier, at any Time, at his own Expence, to make such further Works for that Purpose as he shall think necessary, and as shall be agreed to by the Company, or, in case of Difference, as shall be authorized by Two Justices.

*Such Works  
to be con-  
structed  
under the  
Superin-  
tendence of  
the Com-  
pany's En-  
gineer.*

LXXII. If the Company so desire, all such last-mentioned Accommodation Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be submitted to and approved by such Engineer; nevertheless the Company shall not be entitled to require, either that Plans should be adopted which would involve a greater Expence than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

LXXIII. The

LXXIII. The Company shall not be compelled to make any further or additional Accommodation Works for the Use of Owners and Occupiers of Land adjoining the Railway after the Expiration of the prescribed Period, or, if no Period be prescribed, after Five Years from the Completion of the Works, and the opening of the Railway for public Use.

Accommodation Works not to be required after Five Years.

LXXIV. Until the Company shall have made the Bridges or other proper Communications which they shall under the Provisions herein, or in the special Act, or any Act incorporated therewith, contained, have been required to make between Lands intersected by the Railway, and no longer, the Owners and Occupiers of such Lands, and any other Persons whose Right of Way shall be affected by the Want of such Communication, and their respective Servants, may, at all Times freely pass and repass, with Carriages, Horses and other Animals, directly (but not otherwise) across the Part of the Railway made in or through their respective Lands, solely for the Purpose of occupying the same Lands, or for the Exercise of such Right of Way, and so as not to obstruct the Passage along the Railway, or to damage the same; nevertheless, if the Owner or Occupier of any such Lands have in his Arrangements with the Company received or agreed to receive Compensation for or on account of any such Communications, instead of the same being formed, such Owner or Occupier, or those claiming under him, shall not be entitled so to cross the Railway.

Owners to be allowed to cross until Accommodation Works are made.

LXXV. If any Person omit to shut and fasten any Gate set up at either Side of the Railway, for the Accommodation of the Owners or Occupiers of the adjoining Lands, as soon as he, and the Carriage, Cattle or other Animals, under his Care, have passed through the same, he shall forfeit for every such Offence any Sum not exceeding Forty Shillings.

Penalty on Persons omitting to fasten Gates.

LXXVI. And be it enacted, That this or the special Act shall not prevent the Owners or Occupiers of Lands adjoining to the Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches of Railway to communicate with the Railway, for the Purpose of bringing Carriages to or from or upon the Railway, but under and subject to the Provisions and Restrictions of an Act passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and the Company shall, if required, at the Expence of such Owners and Occupiers and other Persons, and subject also to the Provisions of the said last-mentioned Act, make Openings in the Rails, and such additional Lines of Rail as may be necessary for effecting such Communication, in Places where the Communication can be made with Safety to the Public, and without Injury to the Railway, and without Inconvenience to the Traffic thereon; and the Company shall not take any Rate or Toll or other Monies for the passing of any Passengers, Goods, or other Things along any Branch so to be made by any such Owner or Occupier or other

Branch Railways.

Power to Parties to make private Branch Railways communicating with the Railway. 5 & 6 Vict. c. 55.



other Person ; but this Enactment shall be subject to the following Restrictions and Conditions ; (that is to say,)

Restrictions  
and Condi-  
tions.

No such Branch Railway shall run parallel to the Railway :

The Company shall not be bound to make any such Openings in any Place which they shall have set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane or Bridge, nor in any Tunnel :

The Persons making or using such Branch Railways shall be subject to all Bye Laws and Regulations of the Company from Time to Time made with respect to passing upon or crossing the Railway, and otherwise ; and the Persons making or using such Branch Railways shall be bound to construct, and from Time to Time, as Need may require, to renew, the offset Plates and Switches according to the most approved Plan adopted by the Company, and under the Direction of their Engineer.

*Working  
of Mines.*

And with respect to Mines lying under or near the Railway, be it enacted as follows :

Company not  
to be entitled  
to Minerals.

LXXVII. The Company shall not be entitled to any Mines of Coal, Ironstone, Slate, or other Minerals under any Land purchased by them, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the Works, unless the same shall have been expressly purchased ; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly named therein and conveyed thereby.

Mines lying  
near the  
Railway not  
to be worked  
if the Com-  
pany willing  
to purchase  
them.

LXXVIII. If the Owner, Lessee, or Occupier of any Mines or Minerals lying under the Railway, or any of the Works connected therewith, or within the prescribed Distance, or, where no Distance shall be prescribed, Forty Yards therefrom, be desirous of working the same, such Owner, Lessee, or Occupier shall give to the Company Notice in Writing of his Intention so to do Thirty Days before the Commencement of working ; and upon the Receipt of such Notice it shall be lawful for the Company to cause such Mines to be inspected by any Person appointed by them for the Purpose ; and if it appear to the Company that the working of such Mines or Minerals is likely to damage the Works of the Railway, and if the Company be willing to make Compensation for such Mines or any Part thereof to such Owner, Lessee, or Occupier thereof, then he shall not work or get the same ; and if the Company, and such Owner, Lessee, or Occupier, do not agree as to the Amount of such Compensation, the same shall be settled as in other Cases of disputed Compensation.

If Company  
unwilling to  
purchase,  
Owner may  
work the  
Mines.

LXXIX. If before the Expiration of such Thirty Days the Company do not state their Willingness to treat with such Owner, Lessee, or Occupier for the Payment of such Compensation, it shall be lawful for him to work the said Mines or any Part thereof for which the Company shall not have agreed to pay Compensation, so that the same be done in a Manner proper and necessary for the beneficial working thereof, and according to the usual Manner of working such  
Mines

Mines in the District where the same shall be situate; and if any Damage or Obstruction be occasioned to the Railway or Works by improper working of such Mines, the same shall be forthwith repaired or removed, as the Case may require, and such Damage made good, by the Owner, Lessee, or Occupier of such Mines or Minerals, and at his own Expence; and if such Repair or Removal be not forthwith done, or, if the Company shall so think fit, without waiting for the same to be done by such Owner, Lessee, or Occupier, it shall be lawful for the Company to execute the same, and recover from such Owner, Lessee, or Occupier the Expence occasioned thereby, by Action in any of the Superior Courts.

*Working  
of Mines.*

LXXX. If the working of any such Mines under the Railway or Works, or within the above-mentioned Distance therefrom, be prevented as aforesaid by reason of apprehended Injury to the Railway, it shall be lawful for the respective Owners, Lessees, and Occupiers of such Mines, and whose Mines shall extend so as to lie on both Sides of the Railway, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata, the working whereof shall be so prevented, as may be requisite to enable them to ventilate, drain, and work their said Mines, but no such Airway, Headway, Gateway, or Water Level shall be of greater Dimensions or Section than the prescribed Dimensions and Sections, and where no Dimensions shall be described not greater than Eight Feet wide and Eight Feet high, nor shall the same be cut or made upon any Part of the Railway or Works, or so as to injure the same, or to impede the Passage thereon.

*Mining Com-  
munications.*

LXXXI. The Company shall from Time to Time pay to the Owner, Lessee, or Occupier of any such Mines extending so as to lie on both Sides of the Railway all such additional Expences and Losses as shall be incurred by such Owner, Lessee, or Occupier by reason of the Severance of the Lands lying over such Mines by the Railway, or of the continuous working of such Mines being interrupted as aforesaid, or by reason of the same being worked in such Manner and under such Restrictions as not to prejudice or injure the Railway, and for any Minerals not purchased by the Company which cannot be obtained by reason of making and maintaining the Railway; and if any Dispute or Question shall arise between the Company and such Owner, Lessee, or Occupier as aforesaid, touching the Amount of such Losses or Expences, the same shall be settled by Arbitration.

*Company to  
make Com-  
pensation for  
Injury done  
to Mines;*

LXXXII. If any Loss or Damage be sustained by the Owner or Occupier of the Lands lying over any such Mines the working whereof shall have been so prevented as aforesaid (and not being the Owner, Lessee, or Occupier of such Mines), by reason of the making of any such Airway or other Work as aforesaid, which or any like Work would not have been necessary to be made but for the working of such Mines having been so prevented as aforesaid, the Company shall make full Compensation to such Owner or Occupier of the Surface Lands for the Loss or Damage so sustained by him.

*and also for  
any Airway  
or other Work  
made  
necessary by  
the Railway.*

Fraction of a Mile equal to the Toll which they are authorized to demand for One Mile ; therefore, in Cases in which any Railway shall be amalgamated with any other adjoining Railway or Railways, such Tolls shall be calculated and imposed at such Rates as if such amalgamated Railways had originally formed One Line of Railway.

Railway to  
be free on  
Payment of  
Tolls.

5 & 6 Vict.  
c. 55.

XCII. It shall not be lawful for the Company at any Time to demand or take a greater Amount of Toll, or make any greater Charge for the Carriage of Passengers or Goods, than they are by this and the special Act authorized to demand ; and upon Payment of the Tolls from Time to Time demandable all Companies and Persons shall be entitled to use the Railway, with Engines and Carriages properly constructed as by this and the special Act directed, subject nevertheless to the Provisions and Restrictions of the said Act of the Sixth Year of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops, and to the Regulations to be from Time to Time made by the Company by virtue of the Powers in that Behalf hereby and by the special Act conferred upon them.*

List of Tolls  
to be ex-  
hibited on a  
Board.

XCIII. A List of all the Tolls authorized by the special Act to be taken, and which shall be exacted by the Company, shall be published by the same being painted upon One Toll Board or more in distinct Black Letters on a White Ground, or White Letters on a Black Ground, or by the same being printed in legible Characters on Paper affixed to such Board, and by such Board being exhibited in some conspicuous Place on the Stations or Places where such Tolls shall be made payable.

Milestones.

XCIV. The Company shall cause the Length of the Railway to be measured, and Milestones, Posts, or other conspicuous Objects to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other, with Numbers or Marks inscribed thereon denoting such Distances.

Tolls to be  
taken only  
whilst Board  
exhibited  
and Mile-  
stones set up.

XCV. No Tolls shall be demanded or taken by the Company for the Use of the Railway during any Time at which the Boards herein-before directed to be exhibited shall not be so exhibited, or at which the Milestones herein-before directed to be set up and maintained shall not be so set up and maintained ; and if any Person wilfully pull down, deface, or destroy any such Board or Milestone, he shall forfeit a Sum not exceeding Five Pounds for every such Offence.

Tolls to be  
paid as di-  
rected by the  
Company.

XCVI. The Tolls shall be paid to such Persons, and at such Places upon or near to the Railway, and in such Manner and under such Regulations, as the Company shall, by Notice to be annexed to the List of Tolls, appoint.

In default of  
Payment of  
Tolls, Goods,  
&c. may be  
detained and  
sold.

XCVII. If, on demand, any Person fail to pay the Tolls due in respect of any Carriage or Goods, it shall be lawful for the Company to detain and sell such Carriage, or all or any Part of such Goods, or, if the same shall have been removed from the Premises of the Company, to detain and sell any other Carriages or Goods within such Premises

Premises belonging to the Party liable to pay such Tolls, and out of the Monies arising from such Sale to retain the Tolls payable as aforesaid, and all Charges and Expences of such Detention and Sale, rendering the Overplus, if any, of the Monies arising by such Sale, and such of the Carriages or Goods as shall remain unsold, to the Person entitled thereto, or it shall be lawful for the Company to recover any such Tolls by Action at Law.

*Passengers  
and Goods  
on Railway.*

XCVIII. Every Person being the Owner or having the Care of any Carriage or Goods passing or being upon the Railway shall, on demand, give to the Collector of Tolls, at the Places where he attends for the Purpose of receiving Goods or of collecting Tolls for the Part of the Railway on which such Carriage or Goods may have travelled or be about to travel, an exact Account in Writing signed by him of the Number or Quantity of Goods conveyed by any such Carriage, and of the Point on the Railway from which such Carriage or Goods have set out or are about to set out, and at what Point the same are intended to be unloaded or taken off the Railway; and if the Goods conveyed by any such Carriage, or brought for Conveyance as aforesaid, be liable to the Payment of different Tolls, then such Owner or other Person shall specify the respective Numbers or Quantities thereof liable to each or any of such Tolls.

*Account of  
Lading, &c.  
to be given.*

XCIX. If any such Owner or other such Person fail to give such Account, or to produce his Way-bill or Bill of Lading, to such Collector or other Officer or Servant of the Company demanding the same, or if he give a false Account, or if he unload or take off any Part of his Lading or Goods at any other Place than shall be mentioned in such Account, with Intent to avoid the Payment of any Tolls payable in respect thereof, he shall for every such Offence forfeit to the Company a Sum not exceeding Ten Pounds for every Ton of Goods, or for any Parcel not exceeding One Hundred Weight, and so in proportion for any less Quantity of Goods than One Ton, or for any Parcel exceeding One Hundred Weight, (as the Case may be,) which shall be upon any such Carriage; and such Penalty shall be in addition to the Toll to which such Goods may be liable.

*Penalty for  
not giving  
Account of  
Lading.*

C. If any Dispute arise concerning the Amount of the Tolls due to the Company, or concerning the Charges occasioned by any Detention or Sale thereof under the Provisions herein or in the special Act contained, the same shall be settled by a Justice; and it shall be lawful for the Company in the meanwhile to detain the Goods, or (if the Case so require) the Proceeds of the Sale thereof.

*Disputes as  
to Amount  
of Tolls  
chargeable.*

CI. If any Difference arise between any Toll Collector or other Officer or Servant of the Company and any Owner of or Person having the Charge of any Carriage passing or being upon the Railway, or of any Goods conveyed or to be conveyed by such Carriage, respecting the Weight, Quantity, Quality, or Nature of such Goods, such Collector or other Officer may lawfully detain such Carriage or Goods, and examine, weigh, gauge, or otherwise measure the same; and if upon such measuring or Examination such Goods appear to be

*Differences  
as to  
Weights, &c.*

*Passengers  
and Goods  
on Railway.*

of greater Weight or Quantity or of other Nature than shall have been stated in the Account given thereof, then the Person who shall have given such Account shall pay, and the Owner of such Carriage, or the respective Owners of such Goods, shall also, at the Option of the Company, be liable to pay, the Costs of such measuring and examining; but if such Goods appear to be of the same or less Weight or Quantity than and of the same Nature as shall have been stated in such Account, then the Company shall pay such Costs, and they shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, such Damage (if any) as shall appear to any Justice, on a summary Application to him for that Purpose, to have arisen from such Detention.

*Toll Collector to be liable for wrongful Detention of Goods.*

CII. If at any Time it be made to appear to any Justice, upon the Complaint of the Company, that any such Detention, measuring, or examining of any Carriage or Goods, as herein-before mentioned, was without reasonable Ground; or that it was vexatious on the Part of such Collector or other Officer, then the Collector or other Officer shall himself pay the Costs of such Detention and measuring, and the Damage occasioned thereby; and in default of immediate Payment of any such Costs or Damage the same may be recovered by Distress of the Goods of such Collector, and such Justice shall issue his Warrant accordingly.

*Penalty on Passengers practising Frauds on the Company.*

CIII. If any Person travel or attempt to travel in any Carriage of the Company, or of any other Company or Party using the Railway, without having previously paid his Fare, and with Intent to avoid Payment thereof, or if any Person, having paid his Fare for a certain Distance, knowingly and wilfully proceed in any such Carriage beyond such Distance, without previously paying the additional Fare for the additional Distance, and with Intent to avoid Payment thereof, or if any Person knowingly and wilfully refuse or neglect, on arriving at the Point to which he has paid his Fare, to quit such Carriage, every such Person shall for every such Offence forfeit to the Company a Sum not exceeding Forty Shillings.

*Detention of Offenders.*

CIV. If any Person be discovered, either in or after committing or attempting to commit any such Offence as in the preceding Enactment mentioned, all Officers and Servants and other Persons on behalf of the Company, or such other Company or Party as aforesaid, and all Constables, Gaolers, and Peace Officers, may lawfully apprehend and detain such Person until he can conveniently be taken before some Justice, or until he be otherwise discharged by due Course of Law.

*Penalty for bringing dangerous Goods on the Railway.*

CV. No Person shall be entitled to carry, or to require the Company to carry, upon the Railway, any Aquafortis, Oil of Vitriol, Gunpowder, Lucifer Matches, or any other Goods which in the Judgment of the Company may be of a dangerous Nature; and if any Person send by the Railway any such Goods without distinctly marking their Nature on the Outside of the Package containing the same, or otherwise giving Notice in Writing to the Book-keeper or other Servant of the Company with whom the same are left, at the Time of

so sending, he shall forfeit to the Company Twenty Pounds for every such Offence; and it shall be lawful for the Company to refuse to take any Parcel that they may suspect to contain Goods of a dangerous Nature, or require the same to be opened to ascertain the Fact.

*Passengers  
and Goods  
on Railway.*

CVI. If any Collector of Tolls or other Officer employed by the Company be discharged or suspended from his Office, or die, abscond, or absent himself, and if such Collector or other Officer, or the Wife, Widow, or any of the Family or Representatives of any such Collector or other Officer, refuse or neglect, after Seven Days Notice in Writing for that Purpose, to deliver up to the Company, or to any Person appointed by them for that Purpose, any Station, Dwelling House, Office, or other Building, with its Appurtenances, or any Books, Papers, or other Matters belonging to the Company in the Possession or Custody of any such Collector or Officer at the Occurrence of any such Event as aforesaid, then, upon Application being made by the Company to any Justice, it shall be lawful for such Justice to order any Constable, with proper Assistance, to enter upon such Station or other Building, and to remove any Person found therein, and to take possession thereof, and of any such Books, Papers, or other Matters, and to deliver the same to the Company, or any Person appointed by them for that Purpose.

*Delivery of  
Matters in  
Possession or  
Custody of  
Toll Collec-  
tor at Re-  
moval.*

CVII. And be it enacted, That the Company shall every Year cause an annual Account in abstract to be prepared, showing the total Receipts and Expenditure of all Funds levied by virtue of this or the special Act for the Year ending on the Thirty-first Day of *December* or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Directors, or some of them, and by the Auditors, and shall, if required, transmit a Copy of the said Account, free of Charge, to the Overseers of the Poor of the several Parishes through which the Railway shall pass, and also to the Clerks of the Peace of the Counties through which the Railway shall pass, on or before the Thirty-first Day of *January* then next; which last-mentioned Account shall be open to the Inspection of the Public at all seasonable Hours, on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the said Company shall omit to prepare or transmit such Account as aforesaid, if required so to do by any such Clerk of the Peace or Overseers of the Poor, they shall forfeit for every such Omission the Sum of Twenty Pounds.

*Annual  
Account to  
be made up,  
and a Copy  
transmitted  
to the Clerk  
of the Peace,  
&c.*

And with respect to the regulating of the Use of the Railway, be it enacted as follows:

*Bye Laws.*

CVIII. It shall be lawful for the Company, from Time to Time, subject to the Provisions and Restrictions in this and the special Act contained, to make Regulations for the following Purposes; (that is to say,)

*Company to  
regulate the  
Use of the  
Railway.*

For regulating the Mode by which and the Speed at which Carriages using the Railway are to be moved or propelled;

For

*Bye Laws.*

For regulating the Times of the Arrival and Departure of any such Carriages ;

For regulating the loading or unloading of such Carriages, and the Weights which they are respectively to carry ;

For regulating the Receipt and Delivery of Goods and other Things which are to be conveyed upon such Carriages ;

For preventing the smoking of Tobacco, and the Commission of any other Nuisance, in or upon such Carriages, or in any of the Stations or Premises occupied by the Company ;

And, generally, for regulating the travelling upon, or using and working of the Railway :

— But no such Regulation shall authorize the closing of the Railway, or prevent the Passage of Engines or Carriages on the Railway, at reasonable Times, except at any Time when in consequence of any of the Works being out of repair, or from any other sufficient Cause, it shall be necessary to close the Railway or any Part thereof.

Power to  
make Regu-  
lations by  
Bye Laws.  
3 & 4 Vict.  
c. 97.

CIX. For better enforcing the Observance of all or any of such Regulations it shall be lawful for the Company, subject to the Provisions of an Act passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, to make Bye Laws, and from Time to Time to repeal or alter such Bye Laws, and make others, provided that such Bye Laws be not repugnant to the Laws of that Part of the United Kingdom where the same are to have Effect, or to the Provisions of this or the special Act ; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company ; and any Person offending against any such Bye Law shall forfeit for every such Offence any Sum not exceeding Five Pounds, to be imposed by the Company in such Bye Laws as a Penalty for any such Offence ; and if the Infraction or Non-observance of any such Bye Law or other such Regulation as aforesaid be attended with Danger or Annoyance to the Public, or Hindrance to the Company in the lawful Use of the Railway, it shall be lawful for the Company summarily to interfere to obviate or remove such Danger, Annoyance, or Hindrance, and that without Prejudice to any Penalty incurred by the Infraction of any such Bye Law.

Publication  
of such Bye  
Laws.

CX. The Substance of such last-mentioned Bye Laws, when confirmed or allowed according to the Provisions of any Act in force regulating the Allowance or Confirmation of the same, shall be painted on Boards, or printed on Paper and pasted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of every Wharf or Station belonging to the Company, according to the Nature or Subject Matter of such Bye Laws respectively, and so as to give public Notice thereof to the Parties interested therein or affected thereby ; and such Boards shall from Time to Time be renewed as often as the Bye Laws thereon or any Part thereof shall be obliterated or destroyed ; and no Penalty imposed by any such Bye Law shall be recoverable unless the same shall have been published and kept published in manner aforesaid.

CXI. Such

CXI. Such Bye Laws, when so confirmed, published, and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient to justify all Persons acting under the same; and for Proof of the Publication of any such Bye Laws it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such Bye Laws, was affixed and continued in manner by this Act directed, and in case of its being afterwards displaced or damaged then that such Paper or Board was replaced as soon as conveniently might be.

Such Bye Laws to be binding on all Parties.

And with respect to leasing the Railway, be it enacted as follows :

*Leasing of Railway.*

CXII. Where the Company shall be authorized by the special Act to lease the Railway or any Part thereof to any Company or Person, the Lease to be executed in pursuance of such Authority shall contain all usual and proper Covenants on the Part of the Lessee for maintaining the Railway, or the Portion thereof comprised in such Lease, in good and efficient Repair and working Condition during the Continuance thereof, and for so leaving the same at the Expiration of the Term thereby granted, and such other Provisions, Conditions, Covenants, and Agreements as are usually inserted in Leases of a like Nature.

Exercise of Power to lease the Railway.

CXIII. Such Lease shall entitle the Company or Person to whom the same shall be granted to the free Use of the Railway or Portion of Railway comprised therein, and during the Continuance of any such Lease all the Powers and Privileges granted to and which might otherwise be exercised and enjoyed by the Company, or the Directors thereof, or their Officers, Agents, or Servants, by virtue of this or the special Act, with regard to the Possession, Enjoyment, and Management of the Railway, or of the Part thereof comprised in such Lease, and the Tolls to be taken thereon, shall be exercised and enjoyed by the Lessee, and the Officers and Servants of such Lessee, under the same Regulations and Restrictions as are by this or the special Act imposed on the Company, and their Directors, Officers, and Servants; and such Lessee shall, with respect to the Railway comprised in such Lease, be subject to all the Obligations by this or the special Act imposed on the Company.

Powers vested in the Company may be exercised by the Lessees.

And with respect to the Engines and Carriages to be brought on the Railway, be it enacted as follows :

*Carriages and Engines.*

CXIV. Every locomotive Steam Engine to be used on the Railway shall, if it use Coal or other similar Fuel emitting Smoke, be constructed on the Principle of consuming and so as to consume its own Smoke; and if any Engine be not so constructed the Company or Party using such Engine shall forfeit Five Pounds for every Day during which such Engine shall be used on the Railway.

Engines to consume their Smoke.

CXV. No locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the Railway unless the same have first been approved of by the Company; and within Fourteen Days after Notice given to the Company

Engines to be approved by the Company, and Certificate



of Approval  
given.

Unfit En-  
gines to be  
removed.

Penalty for  
using impro-  
per Engines.

Carriages to  
be con-  
structed  
according to  
Company's  
Regulations.

Regulations  
to apply also  
to Company's  
Carriages.

by any Party desirous of bringing any such Engine on the Railway the Company shall cause their Engineer or other Agent to examine such Engine at any Place within Three Miles Distance from the Railway to be appointed by the Owner thereof, and to report thereon to the Company; and within Seven Days after such Report, if such Engine be proper to be used on the Railway, the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if at any Time the Engineer or other Agent of the Company report that any Engine used upon the Railway is out of repair, or unfit to be used upon the Railway, the Company may require the same to be taken off, or may forbid its Use upon the Railway until the same shall have been repaired to the Satisfaction of the Company, and upon the Engine being so repaired the Company shall give a Certificate to the Party requiring the same of their Approval of such Engine; and if any Difference of Opinion arise between the Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the Railway, such Difference shall be settled by Arbitration.

CXVI. If any Person, whether the Owner or other Person having the Care thereof, bring or use upon the Railway any locomotive or other Engine, or any moving Power, without having first obtained such Certificate of Approval as aforesaid, or if, after Notice given by the Company to remove any such Engine from the Railway, such Person do not forthwith remove the same, or if, after Notice given by the Company not to use any such Engine on the Railway, such Person do so use such Engine, without having first repaired the same to the Satisfaction of the Company, and obtained such Certificate of Approval, every such Person shall in any of the Cases aforesaid forfeit to the Company a Sum not exceeding Twenty Pounds; and in any such Case it shall be lawful for the Company to remove such Engine from the Railway.

CXVII. No Carriage shall pass along or be upon the Railway (except in directly crossing the same, as herein or by the special Act authorized,) unless such Carriage be at all Times, so long as it shall be used or shall remain on the Railway, of the Construction and in the Condition which the Regulations of the Company for the Time being shall require; and if any Dispute arise between the Company and the Owner of any such Carriage as to the Construction or Condition thereof, in reference to the then existing Regulations of the Company, such Dispute shall be settled by Arbitration.

CXVIII. The Regulations from Time to Time to be made by the Company respecting the Carriages to be used on the Railway shall be drawn up in Writing, and be authenticated by the Common Seal of the Company, and shall be applicable alike to the Carriages of the Company and to the Carriages of other Companies or Persons using the Railway; and a Copy of such Regulations shall, on Demand, be furnished by the Secretary of the Company to any Person applying for the same.

CXIX. If

CXIX. If any Carriage, not being of such Construction or in such Condition as the Regulations of the Company for the Time being require, be made to pass or be upon any Part of the Railway (except as aforesaid), the Owner thereof, or any Person having for the Time being the Charge of such Carriage, shall forfeit to the Company a Sum not exceeding Ten Pounds for every such Offence, and it shall be lawful for the Company to remove any such Carriage from the Railway.

Penalty for using improper Carriages.

CXX. The respective Owners of Carriages using the Railway shall cause to be entered with the Secretary or other Officer of the Company appointed for that Purpose the Names and Places of Abode of the Owners of such Carriages respectively, and the Numbers, Weights, and Gauges of their respective Carriages; and such Owners shall also, if so required by the Company, cause the same Particulars to be painted in legible Characters on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View; and every such Owner shall, whenever required by the Company, permit his Carriage to be weighed, measured, or gauged at the Expence of the Company.

Owner's Name, &c. to be registered, and exhibited on Carriages.

CXXI. If the Owner of any Carriage fail to comply with the Requisitions contained in the preceding Enactment, it shall be lawful for the Company to refuse to allow such Carriage to be brought upon the Railway, or to remove the same therefrom until such Compliance.

On Non-compliance Carriage may be removed.

CXXII. If the Loading of any Carriage using the Railway be such as to be liable to Collision with other Carriages properly loaded, or to be otherwise dangerous, or if the Person having the Care of any Carriage or Goods upon the Railway suffer the same or any Part thereof to remain on the Railway so as to obstruct the Passage or working thereof, it shall be lawful for the Company to cause such Carriage or Goods to be unloaded and removed in any Manner proper for preventing such Collision or Obstruction, and to detain such Carriage or Goods, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention be paid.

Carriages improperly loaded, or suffered to obstruct the Road, may be unloaded or removed.

CXXIII. The Company shall not be liable for any Damage or Loss occasioned by any such unloading, Removal, or Detention as aforesaid, except for Damage wilfully or negligently done to any Carriage or Goods so unloaded, removed, or detained; nor shall they be liable for the safe Custody of any such Carriage or Goods so detained, unless the same be wrongfully detained by them, and then only for so long a Time as the same shall have been so wrongfully detained.

Company not to be liable for Damage by such unloading, &c.

CXXIV. The respective Owners of Engines and Carriages passing or being upon the Railway shall be answerable for any Trespass or Damage done by their Engines or Carriages, or by any of the Servants or Persons employed by them, to or upon the Railway, or the Machinery or Works belonging thereto, or to or upon the Property of any other Person; and every such Servant or other Person may lawfully be convicted of such Trespass or Damage before any Two Justices

Owners liable for Damage by their Servants.

*Carriages  
and Engines.*

Justices of the Peace, either by the Confession of the Party offending, or upon the Oath of some credible Witness; and upon such Conviction every such Owner shall pay to the Company, or to the Person injured, as the Case may be, the Damage to be ascertained by such Justices, so that the same do not exceed Fifty Pounds.

Owners may  
recover from  
Servants.

CXXV. It shall be lawful for any Owner of an Engine or Carriage who shall pay the Amount of any Damage caused by the Misfeasance or Negligence of any Servant or other Person employed by him to recover the Amount so paid by him from such Servant or other Person by the same Means as the Company are enabled to recover the Amount of such Damage from the Owner of any Engine or Carriage.

*Arbitration.*

And with respect to the Settlement of Disputes by Arbitration, be it enacted as follows:

Appoint-  
ment of Ar-  
bitrators  
when Ques-  
tions are to  
be deter-  
mined by  
Arbitration.

CXXVI. When any Dispute authorized, or directed by this, or the special Act, or any Act incorporated therewith, to be settled by Arbitration, shall have arisen, then, unless both Parties shall concur in the Appointment of a single Arbitrator, each Party, on the Request of the other Party, shall nominate and appoint an Arbitrator to whom such Dispute shall be referred; and every Appointment of an Arbitrator shall be made on the Part of the Company, under the Hand of the Secretary or any Two of the Directors of the Company, and on the Part of any other Party under the Hand of such Party, or if such Party be a Corporation aggregate, under the Common Seal of such Corporation, and such Appointment shall be delivered to the Arbitrators, and shall be deemed a Submission to Arbitration on the Part of the Party by whom the same shall be made; and after any such Appointment shall have been made neither Party shall have Power to revoke the same without the Consent of the other, nor shall the Death of either Party operate as a Revocation; and if for the Space of Fourteen Days after any such Dispute shall have arisen, and after a Request in Writing, in which shall be stated the Matters so required to be referred to Arbitration, shall have been served by the one Party on the other Party to appoint an Arbitrator, such last-mentioned Party fail to appoint such Arbitrator, then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both Parties; and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute; and in such Case the Award or Determination of such single Arbitrator shall be final.

Vacancy of  
Arbitrator  
to be sup-  
plied.

CXXVII. If before the Matters so referred shall be determined any Arbitrator appointed by either Party die, or become incapable to act, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place, and if for the Space of Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities

as were vested in the former Arbitrator at the Time of such his Death or Incapacity as aforesaid. Arbitration.

CXXVIII. Where more than One Arbitrator shall have been appointed, such Arbitrators shall, before they enter upon the Matters referred to them, nominate and appoint by Writing under their Hands an Umpire to decide on any such Matters on which they shall differ, or which shall be referred to him under this or the special Act; and if such Umpire shall die, or become incapable to act, they shall forthwith after such Death or Incapacity appoint another Umpire in his Place; and the Decision of every such Umpire on the Matters so referred to him shall be final. Appointment of Umpire.

CXXIX. If in either of the Cases aforesaid the said Arbitrators shall refuse, or shall for Seven Days after Request of either Party to such Arbitration neglect to appoint an Umpire, the Board of Trade shall, on the Application of either Party to such Arbitration, appoint an Umpire; and the Decision of such Umpire on the Matters on which the Arbitrators shall differ, or which shall be referred to him, under this or the special Act, shall be final. Board of Trade empowered to appoint an Umpire, on Neglect of the Arbitrators.

CXXX. If, where a single Arbitrator shall have been appointed, such Arbitrator shall die, or become incapable to act, before he shall have made his Award, the Matters referred to him shall be determined by Arbitration, under the Provisions of this or the special Act, in the same Manner as if such Arbitrator had not been appointed. In case of Death of single Arbitrator the Matter to begin de novo.

CXXXI. If, where more than One Arbitrator shall have been appointed, either of the Arbitrators refuse, or for Seven Days neglect to act, the other Arbitrator may proceed *ex parte*, and the Decision of such other Arbitrator shall be as effectual as if he had been the single Arbitrator appointed by both Parties. If either Arbitrator refuse to act the other to proceed ex parte.

CXXXII. If, where more than One Arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such Arbitrators shall fail to make their Award within Twenty-one Days after the Day on which the last of such Arbitrators shall have been appointed, or within such extended Time, if any, as shall have been appointed for that Purpose by both such Arbitrators under their Hands, the Matter referred to them shall be determined by the Umpire to be appointed as aforesaid. If Arbitrators fail to make their Award within Twenty-one Days the Matter to go to the Umpire.

CXXXIII. The said Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose. Power for Arbitrators to call for Books, &c.

CXXXIV. Before any Arbitrator or Umpire shall enter into the Consideration of any Matters referred to him he shall, in the Presence of a Justice, make and subscribe the following Declaration; that is to say, Arbitrator and Umpire to make Declaration.

**Arbitration.**

**I** *A.B.* do solemnly and sincerely declare, That I will faithfully and honestly, and to the best of my Skill and Ability, hear and determine the Matters referred to me, under the Provisions of the Act [*naming the special Act*]. *A.B.*

Made and subscribed in the Presence of

And such Declaration shall be annexed to the Award when made; and if any Arbitrator or Umpire, having made such Declaration, shall wilfully act contrary thereto, he shall be guilty of a Misdemeanor.

**Costs to be in the Discretion of the Arbitrators.**

**CXXXV.** Except where by this or the special Act, or any Act incorporated therewith, it shall be otherwise provided, the Costs of and attending every such Arbitration, to be determined by the Arbitrators, shall be in the Discretion of the Arbitrators.

**Submission to Arbitration may be made a Rule of Court.**

**CXXXVI.** The Submission to any such Arbitration may be made a Rule of any of the Superior Courts, on the Application of either of the Parties.

**The Award not to be set aside for Matter of Form.**

**CXXXVII.** No Award made with respect to any Question referred to Arbitration under the Provisions of this or the special Act shall be set aside for Irregularity or Error in Matter of Form.

**Service of Notices upon Company.**

**CXXXVIII.** And be it enacted, That any Summons or Notice, or any Writ, or other Proceeding at Law or in Equity, requiring to be served upon the Company, may be served by the same being left at or transmitted through the Post directed to the principal Office of the Company, or One of their principal Offices where there shall be more than One, or being given personally to the Secretary, or in case there be no Secretary then by being given to any One Director of the Company.

**Tender of Amends.**

**CXXXIX.** And be it enacted, That if any Party shall have committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this or the special Act, or any Act incorporated therewith, or by virtue of any Power or Authority thereby given, and if before Action brought in respect thereof such Party make Tender of sufficient Amends to the Party injured, such last-mentioned Party shall not recover in any such Action; and if no such Tender shall have been made it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined to pay into Court such Sum of Money as he shall think fit; and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

**Recovery of Damages and Penalties.**

And with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices, be it enacted as follows:

**Provision for Damages not otherwise provided for.**

**CXL.** In all Cases where any Damages, Costs, or Expences are by this or the special Act, or any Act incorporated therewith, directed to be paid, and the Method of ascertaining the Amount or enforcing

enforcing the Payment thereof is not provided for, such Amount, in case of Dispute, shall be ascertained and determined by Two Justices; and if the Amount so ascertained be not paid by the Company or other Party liable to pay the same within Seven Days after Demand, the Amount may be recovered by Distress of the Goods of the Company or other Party liable as aforesaid; and the Justices by whom the same shall have been ordered to be paid, or either of them, or any other Justice, on Application, shall issue their or his Warrant accordingly.

*Recovery of  
Damages and  
Penalties.*

CXLI. If sufficient Goods of the Company cannot be found whereon to levy any such Damages, Costs, and Expences payable by the Company, the same may, if the Amount thereof do not exceed Twenty Pounds, be recovered by Distress of the Goods of the Treasurer of the Company; and the Justices aforesaid, or either of them, on Application, shall issue their or his Warrant accordingly; but no such Distress shall issue against the Goods of such Treasurer unless Seven Days previous Notice in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer, or left at his Residence; and if such Treasurer pay any Money under such Distress as aforesaid, he may retain the Amount so paid by him, and all Cost and Expences occasioned thereby, out of any Money belonging to the Company, coming into his Custody or Control, or he may sue the Company for the same.

*Distress  
against the  
Treasurer  
if the  
Amount  
do not  
exceed  
Twenty  
Pounds  
may be  
recovered  
by  
Distress  
of the  
Goods  
of the  
Treasurer  
of the  
Company;  
and the  
Justices  
aforesaid,  
or either  
of them,  
on Application,  
shall issue  
their or his  
Warrant  
accordingly;  
but no  
such  
Distress  
shall issue  
against the  
Goods of  
such  
Treasurer  
unless  
Seven Days  
previous  
Notice in  
Writing,  
stating the  
Amount so  
due, and  
demanding  
Payment  
thereof,  
have been  
given to  
such  
Treasurer,  
or left at  
his Residence;  
and if such  
Treasurer  
pay any  
Money  
under such  
Distress  
as aforesaid,  
he may  
retain the  
Amount so  
paid by  
him, and  
all Cost  
and  
Expences  
occasioned  
thereby,  
out of any  
Money  
belonging  
to the  
Company,  
coming  
into his  
Custody  
or  
Control,  
or he may  
sue the  
Company  
for the  
same.*

CXLII. Where in this or the special Act any Question of Compensation, Expences, Charges, or Damages, or other Matter, is referred to the Determination of any One Justice or more, it shall be lawful for any Justice, upon the Application of either Party, to summon the other Party to appear before One Justice, or before Two Justices, as the Case may require, at a Time and Place to be named in such Summons; and upon the Appearance of such Parties, or in the Absence of any of them, upon Proof of due Service of the Summons, it shall be lawful for such One Justice, or such Two Justices, as the Case may be, to hear and determine such Question, and for that Purpose to examine such Parties or any of them, and their Witnesses, on Oath; and the Cost of every such Inquiry shall be in the Discretion of such Justices, and they shall determine the Amount thereof.

*Method of  
proceeding  
before Jus-  
tices in  
Questions of  
Damages,  
&c.*

CXLIII. The Company shall publish the short Particulars of the several Offences for which any Penalty is imposed by this or the special Act, or by any Bye Law of the Company affecting other Persons than the Shareholders, Officers, or Servants of the Company, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and where any such Penalties are of local Application shall cause such Boards to be affixed in some conspicuous Place in the immediate Neighbourhood to which such Penalties are applicable or have reference; and such Particulars shall be renewed as often as the same or any Part thereof is obliterated or destroyed; and no such Penalty

*Publication  
of Penalties.*

*Recovery of  
Damages and  
Penalties.*

Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

*Penalty for  
defacing  
Boards used  
for such  
Publication.*

CXLIV. If any Person pull down or injure any Board put up or affixed as required by this or the special Act for the Purpose of publishing any Bye Law or Penalty, or shall obliterate any of the Letters or Figures thereon, he shall forfeit for every such Offence a Sum not exceeding Five Pounds, and shall defray the Expences attending the Restoration of such Board.

*Penalties to  
be summarily  
recovered  
before Two  
Justices.*

CXLV. Every Penalty or Forfeiture imposed by this or the special Act, or by any Bye Law made in pursuance thereof, the Recovery of which is not otherwise provided for, may be recovered by summary Proceeding before Two Justices; and on Complaint being made to any Justice he shall issue a Summons requiring the Party complained against to appear before Two Justices at a Time and Place to be named in such Summons; and every such Summons shall be served on the Party offending either in Person or by leaving the same with some Innate at his usual Place of Abode; and upon the Appearance of the Party complained against, or in his Absence, after Proof of the due Service of such Summons; it shall be lawful for any Two Justices to proceed to the hearing of the Complaint; and that although no Information in Writing or in Print shall have been exhibited before them; and upon Proof of the Offence, either by the Confession of the Party complained against, or upon the Oath of One credible Witness or more, it shall be lawful for such Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

*Penalties to  
be levied by  
Distress.*

CXLVI. If forthwith upon any such Adjudication as aforesaid the Amount of the Penalty or Forfeiture, and of such Costs as aforesaid, be not paid, the Amount of such Penalty and Costs shall be levied by Distress, and such Justices, or either of them, shall issue their or his Warrant of Distress accordingly.

*Imprisonment in  
default of  
Distress.*

CXLVII. It shall be lawful for any such Justice to order any Offender so convicted as aforesaid to be detained and kept in safe Custody until Return can be conveniently made to the Warrant of Distress to be issued for levying such Penalty or Forfeiture and Costs; unless the Offender give sufficient Security, by way of Recognizance or otherwise, to the Satisfaction of the Justice, for his Appearance before him on the Day appointed for such Return, such Day not being more than Eight Days from the Time of taking such Security; but if before issuing such Warrant of Distress it shall appear to the Justice, by the Admission of the Offender or otherwise, that no sufficient Distress can be had within the Jurisdiction of such Justice whereon to levy such Penalty or Forfeiture and Costs, he may, if he thinks fit, refrain from issuing such Warrant of Distress; and in such Case, or if such Warrant shall have been issued; and upon the Return thereof such Insufficiency as aforesaid shall be made to appear to the Justice, then such Justice shall by Warrant cause such Offender to be committed to Gaol, there to remain without Bail for any Term not

not exceeding Three Months, unless such Penalty or Forfeiture and Costs be sooner paid and satisfied.

*Recovery of Damages and Penalties.*

CXLVIII. Where in this or the special Act, or any Act incorporated therewith, any Sum of Money, whether in the Nature of Penalty or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same; and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money, and the Expences of the Distress and Sale, shall be returned, on demand, to the Party whose Goods shall have been distrained.

*Distress how to be levied?*

CXLIX. No Distress levied by virtue of this or the special Act, or any Act incorporated therewith, shall be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case.

*Distress not unlawful for Want of Form.*

CL. The Justices by whom any such Penalty or Forfeiture shall be imposed may, where the Application thereof is not otherwise provided for, award not more than One Half thereof to the Informer, and shall award the Remainder to the Overseers of the Poor of the Parish in which the Offence shall have been committed, to be applied in aid of the Poor's Rate of such Parish, or if the Place wherein the Offence shall have been committed shall be extra-parochial, then such Justices shall direct such Remainder to be applied in aid of the Poor's Rate of such extra-parochial Place, or, if there shall not be any Poor's Rate therein, in aid of the Poor's Rate of any adjoining Parish or District.

*Application of Penalties.*

CLI. No Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this or the special Act, or any Act incorporated therewith, for any Offence made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before such Justice within Six Months next after the Commission of such Offence.

*Penalties to be sued for within Six Months.*

CLII. If, through any Act, Neglect, or Default on account whereof any Person shall have incurred any Penalty imposed by this or the special Act, any Damage to the Property of the Company shall have been committed by such Person, he shall be liable to make good such Damage as well as to pay such Penalty; and the Amount of such Damages shall, in case of Dispute, be determined by the Justices by whom the Party incurring such Penalty shall have been convicted; and on Nonpayment of such Damages, on demand, the same shall be levied by Distress, and such Justices, or One of them, shall issue their or his Warrant accordingly.

*Damage to be made good in addition to Penalty.*

CLIII. It shall be lawful for any Justice to summon any Person to appear before him as a Witness in any Matter in which such Justice

*Penalty on Witnesses making Default.*



*Recovery of  
Damages and  
Penalties.*

Justice shall have Jurisdiction under the Provisions of this or the special Act, at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such Matter; and if any Person so summoned shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any Person appearing shall refuse to be examined upon Oath or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

*Transient  
Offenders.*

CLIV. It shall be lawful for any Officer or Agent of the Company, and all Persons called by him to his Assistance, to seize and detain any Person who shall have committed any Offence against the Provisions of this or the special Act, and whose Name and Residence shall be unknown to such Officer or Agent, and convey him, with all convenient Despatch, before some Justice, without any Warrant or other Authority than this or the special Act; and such Justice shall proceed with all convenient Despatch to the hearing and determining of the Complaint against such Offender.

*Form of  
Conviction.*

CLV. The Justices before whom any Person shall be convicted of any Offence against this or the special Act, or any Act incorporated therewith, may cause the Conviction to be drawn up according to the Form in the Schedule to this Act annexed.

*Proceedings  
not to be  
quashed for  
Want of  
Form, &c.*

CLVI. No Proceeding in pursuance of this or the special Act, or any Act incorporated therewith, shall be quashed or vacated for Want of Form, nor shall the same be removed by Certiorari or otherwise into any of the Superior Courts.

*Parties al-  
lowed to  
appeal to  
Quarter Ses-  
sions, or giv-  
ing Security.*

CLVII. If any Party shall feel aggrieved by any Determination or Adjudication of any Justice with respect to any Penalty or Forfeiture under the Provisions of this or the special Act, or any Act incorporated therewith, such Party may appeal to the General Quarter Sessions for the County or Place in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, nor unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought, nor unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

*Court to  
make such  
Order as  
they think  
reasonable,*

CLVIII. At the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it, to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such

such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

*Recovery of Damages and Penalties.*

CLIX. Provided always, and be it enacted, That notwithstanding any thing herein or in the special Act, or any Act incorporated therewith, contained, every Penalty or Forfeiture imposed by this or the special Act, or any Act incorporated therewith, or by any Bye Law in pursuance thereof, in respect of any Offence which shall take place within the Metropolitan Police District, shall be recovered, enforced, accounted for, and, except where the Application thereof is otherwise specially provided for, shall be paid to the Receiver of the Metropolitan Police District, and shall be applied in the same Manner as Penalties or Forfeitures, other than Fines upon drunken Persons, or upon Constables for Misconduct, or for Assaults upon Police Constables, are directed to be recovered, enforced, accounted for, paid, and applied by an Act passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for regulating the Police Courts in the Metropolis*; and every Order or Conviction of any of the Police Magistrates in respect of any such Forfeiture or Penalty shall be subject to the like Appeal, and upon the same Terms, as is provided in respect of any Order or Conviction of any of the said Police Magistrates by the said last-mentioned Act; and every Magistrate by whom any Order or Conviction shall have been made shall have the same Power of binding over the Witnesses who shall have been examined, and such Witnesses shall be entitled to the same Allowance of Expences as he or they would have had or been entitled to in case the Order, Conviction, and Appeal had been made in pursuance of the Provisions of the said last-mentioned Act.

Receiver of Metropolitan Police District to receive Penalties incurred within his District.

*Inserted in 27th June 1840*

2 & 3 Vict. c. 71.

*To meet the same*

CLX. And be it enacted, That every Person who, upon any Examination upon Oath, under the Provisions of this or the special Act, or any Act incorporated therewith, shall wilfully and corruptly give false Evidence, shall be liable to the Penalties of wilful and corrupt Perjury.

Persons giving false Evidence liable to Penalties of Perjury.

CLXI. And be it declared and enacted, That all Sums of Money which have been or shall be paid into the Bank of Ireland in the Name and with the Privity of the Accountant General of the Court of Chancery of Ireland, under the Provisions of an Act passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Custody of certain Monies paid in pursuance of the Standing Orders of either House of Parliament by Subscribers to Works or Undertakings to be effected under the Authority of Parliament*, shall and may be paid out and applied under any Order of the said Court of Chancery exempt from Ushers Poundage.

Money paid into the Bank of Ireland to be exempt from Ushers Poundage. 1 & 2 Vict. c. 117.

And with respect to the Provision to be made for affording Access to the special Act by all Parties interested, be it enacted as follows:

*Access to special Act.*

CLXII. The Company shall at all Times after the Expiration of Six Months after the passing of the special Act keep in their principal Office of Business a Copy of the special Act, printed by the Printers to Her Majesty, or some of them; shall also within the

Copies of special Act to be kept and deposited, and allowed to be inspected.

Space

*Access to  
special Act.*

7 W. 4. &  
1 Vict. c. 89.

Penalty on  
Company  
failing to  
keep or  
deposit such  
Copies.

Act not to  
extend to  
Scotland.

Act may be  
amended  
this Session.

Space of such Six Months deposit in the Office of each of the Clerks of the Peace of the several Counties into which the Works shall extend a Copy of such special Act, so printed as aforesaid; and the said Clerks of the Peace shall receive, and they and the Company respectively shall retain, the said Copies of the special Act, and shall permit all Persons interested to inspect the same, and make Extracts or Copies therefrom, in the like Manner, and upon the like Terms, and under the like Penalty for Default, as is provided in the Case of certain Plans and Sections by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties, and other Persons, to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.*

CLXIII. If the Company shall fail to keep or deposit, as hereinbefore mentioned, any of the said Copies of the special Act, they shall forfeit Twenty Pounds for every such Offence, and also Five Pounds for every Day afterwards during which such Copy shall be not so kept or deposited.

CLXIV. And be it enacted, That this Act shall not extend to *Scotland.*

CLXV. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

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### SCHEDULE referred to by the foregoing Act.

---

to wit.

BE it remembered, That on the \_\_\_\_\_ Day of \_\_\_\_\_  
in the Year of our Lord \_\_\_\_\_ A.B. is convicted before  
us, C., D., Two of Her Majesty's Justices of the Peace for the County  
of \_\_\_\_\_  
[here describe the Offence generally, and the  
Time and Place when and where committed], contrary to the [here  
name the special Act]. Given under our Hands and Seals the  
Day and Year first above written.

C.  
D.

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1845.

*The Lands Clauses Consolidation Act 1845*



ANNO OCTAVO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## C A P. XVIII.

An Act for consolidating in One Act certain Provisions usually inserted in Acts authorizing the taking of Lands for Undertakings of a public Nature.  
[8th May 1845.]

**W**HEREAS it is expedient to comprise in One general Act sundry Provisions usually introduced into Acts of Parliament relative to the Acquisition of Lands required for Undertakings or Works of a public Nature, and to the Compensation to be made for the same, and that as well for the Purpose of avoiding the Necessity of repeating such Provisions in each of the several Acts relating to such Undertakings as for ensuring greater Uniformity in the Provisions themselves: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That this Act shall apply to every Undertaking authorized by any Act which shall hereafter be passed, and which shall authorize the Purchase or taking of Lands for such Undertaking, and this Act shall be incorporated with such Act; and all the Clauses and Provisions of this Act, save so far as they shall be expressly varied or excepted by any such Act, shall apply to the Undertaking authorized thereby, so far as the

Act to apply  
to all Un-  
dertakings  
authorized  
by Acts  
hereafter to  
be passed.

same shall be applicable to such Undertaking, and shall, as well as the Clauses and Provisions of every other Act which shall be incorporated with such Act, form Part of such Act, and be construed, together therewith, as forming One Act.

Interpretations in this Act : And with respect to the Construction of this Act and of Acts to be incorporated therewith, be it enacted as follows :

"special Act:"

II. The Expression "the special Act," used in this Act, shall be construed to mean any Act which shall be hereafter passed which shall authorize the taking of Lands for the Undertaking to which the same relates, and with which this Act shall be so incorporated as aforesaid ; and the Word "prescribed," used in this Act in reference to any Matter herein stated, shall be construed to refer to such Matter as the same shall be prescribed or provided for in the special Act, and the Sentence in which such Word shall occur shall be construed as if, instead of the Word "prescribed," the Expression "prescribed for that Purpose in the special Act" had been used ; and the Expression

"the Works:"

"the Works" or "the Undertaking" shall mean the Works or Undertaking, of whatever Nature, which shall by the special Act be authorized to be executed ; and the Expression "the Promoters of the Undertaking" shall mean the Parties, whether Company, Undertakers, Commissioners, Trustees, Corporations, or private Persons, by the special Act empowered to execute such Works or Undertaking.

"Promoters of the Undertaking."

Interpretations in this and the special Act :

III. The following Words and Expressions, both in this and the special Act, shall have the several Meanings hereby assigned to them, unless there be something either in the Subject or Context repugnant to such Construction ; (that is to say,)

Number :

Words importing the Singular Number only shall include the Plural Number, and Words importing the Plural Number only shall include the Singular Number :

Gender :

Words importing the Masculine Gender only shall include Females :

"Lands:"

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure :

"Lease:"

The Word "Lease" shall include an Agreement for a Lease :

"Month:"

The Word "Month" shall mean Calendar Month :

"Superior Courts:"

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster* or *Dublin*, as the

Case may require :

"Oath:"

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration lawfully substituted for an Oath in the Case of any other Persons exempted by Law from the Necessity of taking an Oath :

"County:"

The Word "County" shall include any Riding or other like Division of a County, and shall also include County of a City or County of a Town :

"the Sheriff:"

The Word "Sheriff" shall include Under Sheriff, or other legally competent Deputy ; and where any Matter in relation to any Lands is required to be done by any Sheriff, or by any Clerk of the Peace, the Expression "the Sheriff," or the Expression "the Clerk of the Peace," shall in such Case be construed to mean the Sheriff or the Clerk of the Peace of the County, City, Borough,

"the Clerk of the Peace:"

Borough, Liberty, Cinque Port, or Place where such Lands shall be situate; and if the Lands in question, being the Property of one and the same Party, be situate not wholly in one County, City, Borough, Liberty, Cinque Port, or Place, the same Expression shall be construed to mean the Sheriff or Clerk of the Peace of any County, City, Borough, Liberty, Cinque Port, or Place where any Part of such Lands shall be situate:

The Word "Justices" shall mean Justices of the Peace acting "Justices:" for the County, City, Liberty, Cinque Port, or Place where the Matter requiring the Cognizance of any such Justice shall arise, and who shall not be interested in the Matter; and where such Matter shall arise in respect of Lands being the Property of one and the same Party, situate not wholly in any one County, City, Borough, Liberty, Cinque Port, or Place, the same shall mean a Justice acting for the County, City, Borough, Liberty, Cinque Port, or Place where any Part of such Lands shall be situate, and who shall not be interested in such Matter; and where any Matter shall be authorized or required to be done by Two Justices, the Expression "Two Justices" shall "Two Jus- tices:" be understood to mean Two Justices assembled and acting together.

Where under the Provisions of this or the special Act, or any Act "Owner:" incorporated therewith, any Notice shall be required to be given to the Owner of any Lands, or where any Act shall be authorized or required to be done with the Consent of any such Owner, the Word "Owner" shall be understood to mean any Person or Corporation who, under the Provisions of this or the special Act, would be enabled to sell and convey Lands to the Promoters of the Undertaking:

The Expression "the Bank" shall mean the Bank of *England* "the Bank." where the same shall relate to Monies to be paid or deposited in respect of Lands situate in *England*, and shall mean the Bank of *Ireland* where the same shall relate to Monies to be paid or deposited in respect of Lands situate in *Ireland*.

IV. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression "The Lands Clauses Consolidation Act, 1845." Short Title of the Act.

V. And whereas it may be convenient in some Cases to incorporate with Acts of Parliament hereafter to be passed some Portion only of the Provisions of this Act; be it therefore enacted, That for the Purpose of making any such Incorporation, it shall be sufficient in any such Act to enact that the Clauses of this Act with respect to the Matter so proposed to be incorporated (describing such Matter as it is described in this Act in the Words introductory to the Enactment with respect to such Matter,) shall be incorporated with such Act, and thereupon all the Clauses and Provisions of this Act with respect to the Matter so incorporated shall, save so far as they shall be expressly varied or excepted by such Act, form Part of such Act, and such Act shall be construed as if the Substance of such Clauses and Provisions were set forth therein with reference to the Matter to which such Act shall relate. Form in which Portions of this Act may be incorporated with other Acts.

And

*Purchase of  
Lands by  
Agreement.*

And with respect to the Purchase of Lands by Agreement, be it enacted as follows:

*Power to  
purchase  
Lands by  
Agreement.*

VI. Subject to the Provisions of this and the special Act it shall be lawful for the Promoters of the Undertaking to agree with the Owners of any Lands by the special Act authorized to be taken, and which shall be required for the Purposes of such Act, and with all Parties having any Estate or Interest in such Lands, or by this or the special Act enabled to sell and convey the same, for the absolute Purchase, for a Consideration in Money, of any such Lands, or such Parts thereof as they shall think proper, and of all Estates and Interests in such Lands of what Kind soever.

*Parties  
under Dis-  
ability en-  
abled to sell  
and convey.*

VII. It shall be lawful for all Parties, being seised, possessed of, or entitled to any such Lands, or any Estate or Interest therein, to sell and convey or release the same to the Promoters of the Undertaking, and to enter into all necessary Agreements for that Purpose; and particularly it shall be lawful for all or any of the following Parties so seised, possessed, or entitled as aforesaid to sell, convey, or release; (that is to say,) all Corporations, Tenants in Tail or for Life, married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in trust for charitable or other Purposes, Executors and Administrators, and all Parties for the Time being entitled to the Receipt of the Rents and Profits of any such Lands in possession or subject to any Estate in Dower, or to any Lease for Life, or for Lives and Years, or for Years, or any less Interest; and the Power so to sell and convey or release as aforesaid may lawfully be exercised by all such Parties, other than married Women entitled to Dower, or Lessees for Life, or for Lives and Years, or for Years, or for any less Interest, not only on behalf of themselves and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in reversion, remainder, or expectancy after them, or in defeasance of the Estates of such Parties, and as to such married Women, whether they be of full Age or not, as if they were sole and of full Age, and as to such Guardians, on behalf of their Wards, and as to such Committees, on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics and Idiots respectively could have exercised the same Power under the Authority of this or the special Act if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers under the Authority of this and the special Act if they had respectively been under no Disability.

*Parties under  
Disability to  
exercise  
other Powers.*

VIII. The Power herein-after given to enfranchise Copyhold Lands, as well as every other Power required to be exercised by the Lord of any Manor pursuant to the Provisions of this or the special Act, or any Act incorporated therewith, and the Power to release Lands from any Rent, Charge, or Incumbrance, and to agree for the Apportionment

tionment of any such Rent, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and convey or release Lands to the Promoters of the Undertaking.

*Purchase of  
Lands by  
Agreement.*

IX. The Purchase Money or Compensation to be paid for any Lands to be purchased or taken from any Party under any Disability or Incapacity, and not having Power to sell or convey such Lands except under the Provisions of this or the special Act, and the Compensation to be paid for any permanent Damage or Injury to any such Lands, shall not, except where the same shall have been determined by the Verdict of a Jury, or by Arbitration, or by the Valuation of a Surveyor appointed by Two Justices under the Provision herein-after contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Promoters of the Undertaking, and the other by the other Party, and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall upon Application of either Party, after Notice to the other Party, for that Purpose nominate; and each of such Two Surveyors if they agree, or if not then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration in Writing, subscribed by them or him, of the Correctness thereof; and all such Purchase Money or Compensation shall be deposited in the Bank for the Benefit of the Parties interested, in manner herein-after mentioned.

*Amount of  
Compensation in case  
of Parties  
under Disability to be  
ascertained  
by Valuation,  
and paid into  
the Bank.*

X. It shall be lawful for any Person seised in Fee of, or entitled to dispose of absolutely for his own Benefit, any Lands authorized to be purchased for the Purposes of the special Act to sell and convey such Lands or any Part thereof unto the Promoters of the Undertaking, in consideration of an annual Rent-charge payable by the Promoters of the Undertaking, but, except as aforesaid, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

*Where  
Vendor absolutely  
entitled, Lands  
may be sold  
on chief  
Rents.*

XI. The yearly Rents reserved by any such Conveyance shall be charged on the Tolls or Rates, if any, payable under the special Act, and shall be otherwise secured in such Manner as shall be agreed between the Parties, and shall be paid by the Promoters of the Undertaking as such Rents become payable; and if at any Time any such Rents be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such Rent shall be payable may either recover the same from the Promoters of the Undertaking, with Costs of Suit, by Action of Debt in any of the Superior Courts, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Promoters of the Undertaking.

*Payment of  
Rents to be  
charged on  
Tolls.*

XII. In case the Promoters of the Undertaking shall be empowered by the special Act to purchase Lands for extraordinary Purposes, it shall be lawful for all Parties who, under the Provisions herein-before contained, would be enabled to sell and convey Lands, to sell and

*Power to  
purchase  
Lands re-  
quired for  
additional*



Accommodation. and convey the Lands so authorized to be purchased for extraordinary Purposes.

Authority to sell and re-purchase such Lands.

XIII. It shall be lawful for the Promoters of the Undertaking to sell the Lands which they shall have so acquired for extraordinary Purposes, or any Part thereof, in such Manner, and for such Considerations, and to such Persons, as the Promoters of the Undertaking may think fit, and again to purchase other Lands for the like Purposes, and afterwards sell the same, and so from Time to Time; but the total Quantity of Land to be held at any one Time by the Promoters of the Undertaking for the Purposes aforesaid, shall not exceed the prescribed Quantity.

Restraint on Purchase from incapacity.

XIV. The Promoters of the Undertaking shall not, by virtue of the Power to purchase Land for extraordinary Purposes, purchase more than the prescribed Quantity from any Party under legal Disability or who would not be able to sell and convey such Land except under the Powers of this and the special Act; and if the Promoters of the Undertaking purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the whole or any Part of the Land so purchased, it shall not be lawful for any Party being under legal Disability to sell to the Promoters of the Undertaking any other Lands in lieu of the Land so sold or disposed of by them.

Municipal Corporations not to sell without the Approbation of the Treasury.

XV. Nothing in this or the special Act contained shall enable any Municipal Corporation to sell for the Purposes of the special Act, without the Approbation of the Commissioners of Her Majesty's Treasury of the United Kingdom of Great Britain and Ireland, or any Three of them, any Lands which they could not have sold without such Approbation before the passing of the special Act, other than such Lands as the Company are by the Powers of this or the special Act empowered to purchase or take compulsorily.

Purchase of Lands other than by Agreement.

And with respect to the Purchase and taking of Lands otherwise than by Agreement, be it enacted as follows:

Capital to be subscribed before compulsory Powers of Purchase put in force.

XVI. Where the Undertaking is intended to be carried into effect by means of a Capital to be subscribed by the Promoters of the Undertaking, the whole of the Capital or estimated Sum for defraying the Expenses of the Undertaking shall be subscribed under Contract binding the Parties thereto, before the Powers of Purchase put in force, for the Payment of the several Sums by them respectively subscribed, before it shall be lawful to put in force any of the Powers of this or the special Act, or any Act incorporated therewith, in relation to the compulsory taking of Land for the Purposes of the Undertaking.

A Certificate of Two Justices to be Evidence that the Capital has been subscribed.

XVII. A Certificate under the Hands of Two Justices, certifying that the whole of the prescribed Sum has been subscribed, shall be sufficient Evidence thereof, and on the Application of the Promoters of the Undertaking, and the Production of such Evidence as such Justices think proper and sufficient, such Justices shall grant such Certificate accordingly.

XVIII. When

XVIII. When the Promoters of the Undertaking shall require to purchase or take any of the Lands which by this or the special Act, or any Act incorporated therewith, they are authorized to purchase or take, they shall give notice thereof to all the Parties interested in such Lands, or to the Parties enabled by this Act to sell and convey or release the same, or such of the said Parties as shall, after diligent Inquiry, be known to the Promoters of the Undertaking, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall state the Particulars of the Lands so required, and that the Promoters of the Undertaking are willing to treat for the Purchase thereof; and as to the Compensation to be made to all Parties for the Damage that may be sustained by them by reason of the Execution of the Works.

XIX. All Notices required to be served by the Promoters of the Undertaking upon the Parties interested in or entitled to sell any such Lands shall either be served personally on such Parties or left at their last usual Place of Abode, if any such can after diligent Inquiry be found, and in case any such Parties shall be absent from the United Kingdom, or cannot be found after diligent Inquiry, shall also be left with the Occupier of such Lands, or, if there be no such Occupier, shall be affixed upon some conspicuous Part of such Lands.

XX. If any such Party be a Corporation aggregate such Notice shall be left at the principal Office of Business of such Corporation, or if no such Office can after diligent Inquiry be found, shall be served on some principal Member, if any, of such Corporation, and such Notice shall also be left with the Occupier of such Lands, or, if there be no such Occupier, shall be affixed upon some conspicuous Part of such Lands.

XXI. If, for Twenty-one Days after the Service of such Notice, any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Promoters of the Undertaking in respect thereof, or if such Party and the Promoters of the Undertaking shall not agree as to the Amount of the Compensation to be paid by the Promoters of the Undertaking for the Interest in such Lands belonging to such Party, or which he is by this or the special Act enabled to sell, or for any Damage that may be sustained by him by reason of the Execution of the Works, the Amount of such Compensation shall be settled in the Manner herein after provided for settling Cases of disputed Compensation.

XXII. If no Agreement be come to between the Promoters of the Undertaking and the Owners of or Parties by this Act enabled to sell and convey or release any Lands taken or required for or injuriously affected by the Execution of the Undertaking, or any Interest in such Lands, as to the Value of such Lands or of any Interest therein, or as to the Compensation to be made in respect thereof, and if in any such Case the Compensation claimed shall not exceed Fifty Pounds, the same shall be settled by Two Justices.

XXIII. If

Compensation exceeding 50*l*. to be settled by Arbitration or Jury, at the Option of the Party claiming Compensation.

XXIII. If the Compensation claimed or offered in any such Case shall exceed Fifty Pounds, and if the Party claiming Compensation desire to have the same settled by Arbitration, and signify such Desire by Notice in Writing to the Promoters of the Undertaking, before they have issued their Warrant to the Sheriff to summon a Jury, in respect of such Lands, under the Provisions herein-after contained, stating in such Notice the Nature of the Interest in respect of which such Party claims Compensation, and the Amount of the Compensation so claimed, the same shall be so settled accordingly; but unless the Party claiming Compensation shall as aforesaid signify his Desire to have the Question of such Compensation settled by Arbitration, or if when the Matter shall have been referred to Arbitration the Arbitrators or their Umpire shall for Three Months have failed to make their or his Award, or if no final Award shall be made, the Question of such Compensation shall be settled by the Verdict of a Jury, as herein-after provided.

Method of proceeding for settling Disputes as to Compensation by Justices.

XXIV. It shall be lawful for any Justice, upon the Application of either Party with respect to any Question of disputed Compensation by this or the special Act, or any Act incorporated therewith, authorized to be settled by Two Justices, to summon the other Party to appear before Two Justices, at a Time and Place to be named in the Summons, and upon the Appearance of such Parties, or in the Absence of any of them, upon Proof of due Service of the Summons, it shall be lawful for such Justices to hear and determine such Question, and for that Purpose to examine such Parties or any of them, and their Witnesses, upon Oath, and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof.

Appointment of Arbitrator when Questions are to be determined by Arbitration.

XXV. When any Question of disputed Compensation by this or the special Act, or any Act incorporated therewith, authorized or required to be settled by Arbitration, shall have arisen, then, unless both Parties shall concur in the Appointment of a single Arbitrator, each Party, on the Request of the other Party, shall nominate and appoint an Arbitrator, to whom such Dispute shall be referred; and every Appointment of an Arbitrator shall be made on the Part of the Promoters of the Undertaking under the Hands of the said Promoters, or any Two of them, or of their Secretary or Clerk, and on the Part of any other Party under the Hand of such Party, or if such Party be a Corporation Aggregate under the Common Seal of such Corporation; and such Appointment shall be delivered to the Arbitrator, and shall be deemed a Submission to Arbitration on the Part of the Party by whom the same shall be made; and after any such Appointment shall have been made neither Party shall have Power to revoke the same without the Consent of the other, nor shall the Death of either Party operate as a Revocation; and if for the Space of Fourteen Days after any such Dispute shall have arisen, and after a Request in Writing, in which shall be stated the Matter so required to be referred to Arbitration, shall have been served by the one Party on the other Party to appoint an Arbitrator, such last-mentioned Party fail to appoint such Arbitrator, then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint

appoint such Arbitrator to act on behalf of both Parties, and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute, and in such Case the Award or Determination of such single Arbitrator shall be final.

*Purchase of  
Lands other-  
wise than by  
Agreement.*

XXVI. If, before the Matters so referred shall be determined, any Arbitrator appointed by either Party die, or become incapable, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place, and if, for the Space of Seven Days after Notice in Writing from the other Party for that Purpose, he fail to do so, the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death or Disability as aforesaid.

*Vacancy of  
Arbitrator to  
be supplied.*

XXVII. Where more than One Arbitrator shall have been appointed such Arbitrators shall, before they enter upon the Matters referred to them, nominate and appoint, By Writing under their Hands, an Umpire to decide on any such Matters on which they shall differ, or which shall be referred to him under the Provisions of this or the special Act, and if such Umpire shall die, or become incapable to act, they shall forthwith after such Death or Incapacity appoint another Umpire in his Place, and the Decision of every such Umpire on the Matters so referred to him shall be final.

*Appoint-  
ment of  
Umpire.*

XXVIII. If in either of the Cases aforesaid the said Arbitrators shall refuse, or shall, for Seven Days after Request of either Party to such Arbitration, neglect to appoint an Umpire, the Board of Trade, in any Case in which a Railway Company shall be one Party to the Arbitration, and Two Justices in any other Case, shall, on the Application of either Party to such Arbitration, appoint an Umpire, and the Decision of such Umpire on the Matters on which the Arbitrators shall differ, or which shall be referred to him under this or the special Act, shall be final.

*Board of  
Trade em-  
powered to  
appoint an  
Umpire on  
Neglect of  
the Arbitra-  
tors, in case  
of Railway  
Companies.*

XXIX. If when a single Arbitrator shall have been appointed such Arbitrator shall die or become incapable to act before he shall have made his Award, the Matters referred to him shall be determined by Arbitration under the Provisions of this or the special Act in the same Manner as if such Arbitrator had not been appointed.

*In case of  
Death of  
single Arbi-  
trator the  
Matter to be  
de novo.*

XXX. If, where more than One Arbitrator shall have been appointed, either of the Arbitrators refuse or for Seven Days neglect to act the other Arbitrator may proceed *ex parte*, and the Decision of such other Arbitrator shall be as effectual as if he had been the single Arbitrator appointed by both Parties.

*If either  
Arbitrator  
refuse to act  
the other to  
proceed ex  
parte.*

XXXI. If where more than One Arbitrator shall have been appointed, and where neither of them shall refuse or neglect to act as aforesaid, such Arbitrators shall fail to make their Award within Twenty-one Days after the Day on which the last of such Arbitrators shall have been appointed, or within such extended Time (if any,) as shall

*If Arbi-  
trators fail  
to make  
their Award  
within  
Twenty-one  
Days the*

Matter to  
go to the  
Umpire.

shall have been appointed for that Purpose by both such Arbitrators under their Hands, the Matters referred to them shall be determined by the Umpire to be appointed as aforesaid.

Power of  
Arbitrators  
to call for  
Books, &c.

XXXII. The said Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Arbitrator  
or Umpire to  
make a De-  
claration.

XXXIII. Before any Arbitrator or Umpire shall enter into the Consideration of any Matters referred to him, he shall in the Presence of a Justice make and subscribe the following Declaration; that is to say,

**I** *A.B.* do solemnly and sincerely declare, That I will faithfully and honestly, and to the best of my Skill and Ability, hear and determine the Matters referred to me under the Provisions of the Act [*naming the special Act*].  
Made and subscribed in the Presence of *A.B.*

And such Declaration shall be annexed to the Award when made; and if any Arbitrator or Umpire having made such Declaration shall wilfully act contrary thereto he shall be guilty of a Misdemeanor.

Costs of  
Arbitration  
how to be  
borne.

XXXIV. All the Costs of any such Arbitration, and incident thereto, to be settled by the Arbitrators, shall be borne by the Promoters of the Undertaking, unless the Arbitrators shall award the same or a less Sum than shall have been offered by the Promoters of the Undertaking, in which Case each Party shall bear his own Costs incident to the Arbitration, and the Costs of the Arbitrators shall be borne by the Parties in equal Proportions.

Award to be  
delivered to  
the Pro-  
moters of the  
Undertaking.

XXXV. The Arbitrators shall deliver their Award in Writing to the Promoters of the Undertaking, and the said Promoters shall retain the same, and shall forthwith, on demand, at their own Expence, furnish a Copy thereof to the other Party to the Arbitration, and shall at all Times, on demand, produce the said Award, and allow the same to be inspected or examined by such Party or any Person appointed by him for that Purpose.

Submission  
may be made  
a Rule of  
Court.

XXXVI. The Submission to any such Arbitration may be made a Rule of any of the Superior Courts, on the Application of either of the Parties.

Award not  
void through  
Error in  
Form.

XXXVII. No Award made with respect to any Question referred to Arbitration under the Provisions of this or the special Act shall be set aside for Irregularity or Error in Matter of Form.

Promoters of  
the Under-  
taking to  
give Notice  
before sum-  
moning a  
Jury.

XXXVIII. Before the Promoters of the Undertaking shall issue their Warrant for summoning a Jury for settling any Case of disputed Compensation they shall give not less than Ten Days Notice to the other Party of their Intention to cause such Jury to be summoned, and in such Notice the Promoters of the Undertaking shall state what

what Sum of Money they are willing to give for the Interest in such Lands sought to be purchased by them from such Party, and for the Damage to be sustained by him by the Execution of the Works.

*Purchase of Lands otherwise than by Agreement.*

XXXIX. In every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury the Promoters of the Undertaking shall issue their Warrant to the Sheriff, requiring him to summon a Jury for that Purpose, and such Warrant shall be under the Common Seal of the Promoters of the Undertaking if they be a Corporation, or if they be not a Corporation under the Hands and Seals of such Promoters or any Two of them; and if such Sheriff be interested in the Matter in dispute such Application shall be made to some Coroner of the County in which the Lands in question, or some Part thereof, shall be situate, and if all the Coroners of such County be so interested, such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County, and who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last mentioned Preference shall be given to one who shall have most recently served either of the said Offices; and every Ex-Sheriff, Coroner, or Ex-Coroner shall have Power, if he think fit, to appoint a Deputy or Assessor.

*Warrant for summoning Jury to be addressed to the Sheriff.*

*Coroner to be appointed if all Coroners be interested.*

XL. Throughout the Enactments contained in this Act relating to the Reference to a Jury, where the Term "Sheriff" is used, the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been directed to any other Person than the Sheriff, such Sheriff shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the County where the Lands in question shall be situate.

*Provisions applicable to Sheriff to apply to Coroner.*

XLI. Upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons, duly qualified to act as Common Jurymen in the Superior Courts, to meet at a convenient Time and Place to be appointed by him for that Purpose, such Time not being less than Fourteen nor more than Twenty-one Days after the Receipt of such Warrant, and such Place not being more than Eight Miles distant from the Lands in question, unless by Consent of the Parties interested, and he shall forthwith give Notice to the Promoters of the Works of the Time and Place so appointed by him.

*Jury to be summoned.*

XLII. Out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff, in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn, and if a sufficient Number of Jurymen do not appear in obedience to such Summons the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the Bystanders,

*Jury to be impannelled.*



XLVIII. Before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage, and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence.

Jury to be sworn.

XLIX. Where such Inquiry shall relate to the Value of Lands to be purchased, and also to Compensation claimed for Injury done or to be done to the Lands held therewith, the Jury shall deliver their Verdict separately for the Sum of Money to be paid for the Purchase of the Lands required for the Works, or of any Interest therein belonging to the Party with whom the Question of disputed Compensation shall have arisen, or which, under the Provisions herein contained, he is enabled to sell or convey, and for the Sum of Money to be paid by way of Compensation for the Damage, if any, to be sustained by the Owner of the Lands by reason of the severing of the Lands taken from the other Lands of such Owner, or otherwise injuriously affecting such Lands by the Exercise of the Powers of this or the special Act, or any Act incorporated therewith.

Sum to be paid for Purchase of Lands and for Damage, to be assessed separately.

no value of the Lands to be assessed.

L. The Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury, and the Verdict and Judgment shall be signed by the Sheriff, and being so signed shall be kept by the Clerk of the Peace among the Records of the General or Quarter Sessions of the County in which the Lands or any Part thereof shall be situate in respect of which such Purchase Money or Compensation shall have been awarded; and such Verdicts and Judgments shall be deemed Records, and the same or true Copies thereof shall be good Evidence in all Courts and elsewhere, and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence, which Copies or Extracts the Clerk of the Peace is hereby required to make out, and to sign and certify the same to be true Copies.

Verdict and Judgment to be recorded.

no value of the Lands to be assessed.

L.I. On every such Inquiry before a Jury, where the Verdict of the Jury shall be given for a greater Sum than the Sum previously offered by the Promoters of the Undertaking, all the Costs of such Inquiry shall be borne by the Promoters of the Undertaking; but if the Verdict of the Jury be given for the same or a less Sum than the Sum previously offered by the Promoters of the Undertaking, or if the Owner of the Lands shall have failed to appear at the Time and Place appointed for the Inquiry, having received due Notice thereof, one Half of the Costs of summoning, impannelling, and returning the Jury, and of taking the Inquiry and recording the Verdict and Judgment thereon, in case such Verdict shall be taken, shall be defrayed by the Owner of the Lands, and the other Half by the Promoters of the Undertaking, and each Party shall bear his own Costs, other than as aforesaid, incident to such Inquiry.

Costs of the Inquiry how to be borne.

no value of the Lands to be assessed.



Particulars  
of the Costs.

LII. The Costs of any such Inquiry shall, in case of Difference, be settled by One of the Masters of the Court of Queen's Bench of *England* or *Ireland*, according as the Lands are situate, on the Application of either Party, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel and Attornies, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry.

Payment of  
Costs.

LIII. If any such Costs shall be payable by the Promoters of the Undertaking, and if within Seven Days after Demand such Costs be not paid to the Party entitled to receive the same, they shall be recoverable by Distress, and on Application to any Justice he shall issue his Warrant accordingly; and if any such Costs shall be payable by the Owner of the Lands or of any Interest therein, the same may be deducted and retained by the Promoters of the Undertaking, out of any Money awarded by the Jury to such Owner, or determined by the Valuation of a Surveyor under the Provision herein-after contained; and the Payment or Deposit of the Remainder, if any, of such Money shall be deemed Payment and Satisfaction of the whole thereof, or if such Costs shall exceed the Amount of the Money so awarded or determined, the Excess shall be recoverable by Distress, and on Application to any Justice he shall issue his Warrant accordingly.

Special Jury  
to be sum-  
moned at the  
Request of  
either Party.

LIV. If either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, such Question shall be so tried, provided that Notice of such Desire, if coming from the other Party, be given to the Promoters of the Undertaking before they have issued their Warrant to the Sheriff; and for that Purpose the Promoters of the Undertaking shall by their Warrant to the Sheriff require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place appointed by him for the Purpose of nominating a Special Jury (not being less than Five nor more than Eight Days from the Service of such Summons); and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury, in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts, and the Sheriff shall appoint a Day, not later than the Eighth Day after striking of such Jury, for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties; and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty, in the Manner used and accustomed by the proper Officers of the Superior Courts.

Deficiency  
of Special  
Jurymen.

LV. The Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over,

over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if after such Challenges a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury, and such Trial shall be attended in all respects with the like Incidents and Consequences, and the like Penalties shall be applicable, as herein-before provided in the Case of a Trial by Common Jury.

*Purchase of  
Lands other  
wise than by  
Agreement.*

*To form a  
Jury*

LVI. Any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

*Other Inqui-  
ries before  
same Special  
Jury by Con-  
sent.*

LVII. No Jurymen shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than once in any Year.

*Jurymen not  
to attend  
more than  
once a Year.*

LVIII. The Purchase Money or Compensation to be paid for any Lands to be purchased or taken by the Promoters of the Undertaking from any Party who, by reason of Absence from the Kingdom, is prevented from treating, or who cannot after diligent Inquiry be found, or who shall not appear at the Time appointed for the Inquiry before the Jury as herein-before provided for, after due Notice thereof, and the Compensation to be paid for any permanent Injury to such Lands, shall be such as shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose as herein-after mentioned.

*Compensa-  
tion to absent  
Parties to be  
determined  
by a Sur-  
veyor ap-  
pointed by  
Two Justices.*

LIX. Upon Application by the Promoters of the Undertaking to Two Justices, and upon such Proof as shall be satisfactory to them that any such Party is, by reason of Absence from the Kingdom, prevented from treating, or cannot after diligent Inquiry be found, or that any such Party failed to appear on such Inquiry before a Jury as aforesaid, after due Notice to him for that Purpose, such Justices shall, by Writing under their Hands, nominate an able practical Surveyor for determining such Compensation as aforesaid, and such Surveyor shall determine the same accordingly, and shall annex to his Valuation a Declaration in Writing subscribed by him of the Correctness thereof.

*Two Justices  
to nominate  
a Surveyor.*

LX. Before such Surveyor shall enter upon the Duty of making such Valuation as aforesaid he shall, in the Presence of such Justices, or One of them, make and subscribe the Declaration following at the Foot of such Nomination; (that is to say,)

*Declaration  
to be made  
by the Sur-  
veyor.*

‘ I A.B. do solemnly and sincerely declare, That I will faithfully, impartially, and honestly, according to the best of my Skill and Ability,

*Purchase of  
Lands other-  
wise than by  
Agreement.*

Ability, execute the Duty of making the Valuation hereby referred to me. A.B.

Made and subscribed in the Presence of

And if any Surveyor shall corruptly make such Declaration, or having made such Declaration shall wilfully act contrary thereto, he shall be guilty of a Misdemeanor.

*Valuation,  
&c. to be  
produced to  
the Owner of  
the Lands on  
demand.*

LXI. The said Nomination and Declaration shall be annexed to the Valuation to be made by such Surveyor, and shall be preserved together therewith by the Promoters of the Undertaking, and they shall at all Times produce the said Valuation and other Documents, on demand, to the Owner of the Lands comprised in such Valuation, and to all other Parties interested therein.

*Expenses to  
be borne by  
Promoters.*

LXII. All the Expenses of and incident to every such Valuation shall be borne by the Promoters of the Undertaking.

*Purchase  
Money and  
Compensa-  
tion, how to  
be estimated.*

LXIII. In estimating the Purchase Money or Compensation to be paid by the Promoters of the Undertaking, in any of the Cases aforesaid, regard shall be had by the Justices, Arbitrators, or Surveyors, as the Case may be, not only to the Value of the Land to be purchased or taken by the Promoters of the Undertaking, but also to the Damage, if any, to be sustained by the Owner of the Lands by reason of the severing of the Lands taken from the other Lands of such Owner, or otherwise injuriously affecting such other Lands by the Exercise of the Powers of this or the special Act, or any Act incorporated therewith.

*Where Com-  
pensation to  
absent Party  
has been de-  
termined by  
a Surveyor,  
the Party  
may have the  
same sub-  
mitted to  
Arbitration.*

LXIV. When the Compensation payable in respect of any Lands, or any Interest therein, shall have been ascertained by the Valuation of a Surveyor, and deposited in the Bank under the Provisions herein contained, by reason that the Owner of or Party entitled to convey such Lands or such Interest therein as aforesaid could not be found or was absent from the Kingdom, if such Owner or Party shall be dissatisfied with such Valuation, it shall be lawful for him, before he shall have applied to the Court of Chancery for Payment or Investment of the Monies so deposited, under the Provisions herein contained, by Notice in Writing to the Promoters of the Undertaking, to require the Question of such Compensation to be submitted to Arbitration, and thereupon the same shall be so submitted accordingly, in the same Manner as in other Cases of disputed Compensation herein-before authorized or required to be submitted to Arbitration.

*Question to  
be submitted  
to the Arbi-  
trators.*

LXV. The Question to be submitted to the Arbitrators in the Case last aforesaid shall be, whether the said Sum so deposited as aforesaid by the Promoters of the Undertaking was a sufficient Sum, or whether any and what further Sum ought to be paid or deposited by them.

*If further  
Sum award-  
ed, Pro-*

LXVI. If the Arbitrators shall award that a further Sum ought to be paid or deposited by the Promoters of the Undertaking, they shall pay

pay or deposit, as the Case may require, such further Sum within Fourteen Days after the making of such Award, or in default thereof the same may be enforced by Attachment, or recovered with Costs by Action or Suit in any of the Superior Courts.

moters to pay  
or deposit  
same within  
14 Days.

LXVII. If the Arbitrators shall determine that the Sum so deposited was sufficient, the Costs of and incident to such Arbitration, to be determined by the Arbitrators, shall be in the Discretion of the Arbitrators, but if the Arbitrators shall determine that a further Sum ought to be paid or deposited by the Promoters of the Undertaking, all the Costs of and incident to the Arbitration shall be borne by the Promoters of the Undertaking.

Costs of the  
Arbitration.

LXVIII. If any Party shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, which shall have been taken for or injuriously affected by the Execution of the Works, and for which the Promoters of the Undertaking shall not have made Satisfaction under the Provisions of this or the special Act, or any Act incorporated therein, and if the Compensation claimed in such Case shall exceed the Sum of Fifty Pounds, such Party may have the same settled either by Arbitration or by the Verdict of a Jury, as he shall think fit; and if such Party desire to have the same settled by Arbitration, it shall be lawful for him to give notice in Writing to the Promoters of the Undertaking of such his Desire, stating in such Notice the Nature of the Interest in such Lands in respect of which he claims Compensation, and the Amount of the Compensation so claimed therein; and unless the Promoters of the Undertaking be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, the same shall be settled by Arbitration in the Manner herein provided; or if the Party so entitled as aforesaid desire to have such Question of Compensation settled by Jury, it shall be lawful for him to give notice in Writing of such his Desire to the Promoters of the Undertaking, stating such Particulars as aforesaid, and unless the Promoters of the Undertaking be willing to pay the Amount of Compensation so claimed, and enter into a written Agreement for that Purpose, they shall, within Twenty-one Days after the Receipt of such Notice, issue their Warrant to the Sheriff to summon a Jury for settling the same in the Manner herein provided, and in default thereof they shall be liable to pay to the Party so entitled as aforesaid the Amount of Compensation so claimed, and the same may be recovered by him, with Costs, by Action in any of the Superior Courts.

To be settled  
by Arbitra-  
tion or Jury,  
at the Option  
of the Party  
claiming  
Compensa-  
tion.

And with respect to the Purchase Money or Compensation coming to Parties having limited Interests, or prevented from treating, or not making Title, be it enacted as follows:

Application  
of Compen-  
sation.

LXIX. If the Purchase Money or Compensation which shall be payable in respect of any Lands, or any Interest therein, purchased or taken by the Promoters of the Undertaking from any Corporation, Tenant for Life or in Tail, married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee,

Purchase  
Money pay-  
able to Par-  
ties under  
Disability  
amounting  
to 200l. to

be deposited  
in the Bank.

Sum not  
exceeding  
£1000  
or less  
as may be  
directed

Application  
of Monies  
deposited.

Sum not  
exceeding  
£1000  
or less  
as may be  
directed

Order for  
Application  
and Invest-  
ment mean-  
while.

Sums from  
20l. to 200l.  
to be de-  
posited or  
paid to  
Trustees.

Trustee, Executor or Administrator, or Person having a partial or qualified Interest only in such Lands, and not entitled to sell or convey the same except under the Provisions of this or the special Act, or the Compensation to be paid for any permanent Damage to any such Lands, amount to or exceed the Sum of Two hundred Pounds, the same shall be paid into the Bank, in the Name and with the Privy of the Accountant General of the Court of Chancery in *England* if the same relate to Lands in *England* or *Wales*, or the Accountant General of the Court of Exchequer in *Ireland* if the same relate to Lands in *Ireland*, to be placed to the Account there of such Accountant General, *ex parte* the Promoters of the Undertaking (describing them by their proper Name), in the Matter of the special Act (citing it), pursuant to the Method prescribed by any Act for the Time being in force for regulating Monies paid into the said Courts; and such Monies shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or

If such Money shall be paid in respect of any Buildings taken under the Authority of this or the special Act, or injured by the Proximity of the Works, in removing or replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In payment to any Party becoming absolutely entitled to such Money.

LXX. Such Money may be so applied as aforesaid upon an Order of the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, made on the Petition of the Party who would have been entitled to the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three per Centum Consolidated or Three per Centum Reduced Bank Annuities, or in Government or Real Securities, and the Interest, Dividends, and annual Proceeds thereof paid to the Party who would for the Time being have been entitled to the Rents and Profits of the Lands.

LXXI. If such Purchase Money or Compensation shall not amount to the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, the same shall either be paid into the Bank, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may lawfully be paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same

same shall be payable, such Nomination to be signified by Writing under the Hands of the Party so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Promoters of the Undertaking approve thereof and of the Trustees named for the Purpose; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank, but it shall not be necessary to obtain any Order of the Court for that Purpose.

*Application  
of Compens-  
ation.*

LXXII. If such Money shall not exceed the Sum of Twenty Pounds, the same shall be paid to the Parties entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit, or in case of the Coverture, Infancy, Idiocy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Sums not exceeding 20*l.* to be paid to Parties.

*nonobstante  
statuto in  
hoc respectu*

LXXIII. All Sums of Money exceeding Twenty Pounds, which may be payable by the Promoters of the Undertaking in respect of the taking, using, or interfering with any Lands under a Contract or Agreement with any Person who shall not be entitled to dispose of such Lands, or of the Interest therein contracted to be sold by him, absolutely for his own Benefit, shall be paid into the Bank or to Trustees in manner aforesaid; and it shall not be lawful for any contracting Party not entitled as aforesaid to retain to his own Use any Portion of the Sums so agreed or contracted to be paid for or in respect of the taking, using, or interfering with any such Lands, or in lieu of Bridges, Tunnels, or other Accommodation Works, or for assenting to or not opposing the passing of the Bill authorizing the taking of such Lands, but all such Monies shall be deemed to have been contracted to be paid for and on account of the several Parties interested in such Lands, as well in possession as in remainder, reversion, or expectancy: Provided always, that it shall be in the Discretion of the Court of Chancery in England, or the Court of Exchequer in Ireland, for the said Trustees, as the Case may be, to allot to any Tenant for Life, or for any other partial or qualified Estate, if for his own Use, a Portion of the Sum so paid into the Bank, or to such Trustees as aforesaid, as Compensation for any Injury, Inconvenience, or Annoyance which he may be considered to sustain, independently of the actual Value of the Lands to be taken, and of the Damage occasioned to the Lands held therewith, by reason of the taking of such Lands and the making of the Works.

All Sums payable under Contract with Persons not absolutely entitled, to be paid into Bank.

*for the  
purpose of  
the Bill  
passed in  
1832*

LXXIV. Where any Purchase Money or Compensation paid into the Bank under the Provisions of this or the special Act shall have been paid in respect of any Lease for a Life or Lives or Years, or for a Life or Lives and Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such

Court of Chancery may direct Application of Money in respect of Leases or

Reversions  
as they may  
think just.

such Lease or Estate, it shall be lawful for the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might lawfully have had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Upon De-  
posit being  
made, the  
Owners of  
the Lands  
to convey,  
or in default  
the Lands to  
vest in the  
Promoters of  
the Under-  
taking upon  
a Deed Poll  
being  
executed.

LXXV. Upon Deposit in the Bank in manner herein-before provided of the Purchase Money or Compensation agreed or awarded to be paid in respect of any Lands purchased or taken by the Promoters of the Undertaking under the Provisions of this or the special Act, or any Act incorporated therewith, the Owner of such Lands, including in such Term all Parties by this Act enabled to sell or convey Lands, shall, when required so to do by the Promoters of the Undertaking, duly convey such Lands to the Promoters of the Undertaking, or as they shall direct; and in default thereof, or if he fail to adduce a good Title to such Lands to their Satisfaction, it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll under their Common Seal if they be a Corporation, or if they be not a Corporation under the Hands and Seals of the Promoters, or any Two of them, containing a Description of the Lands in respect of which such Default shall be made, and reciting the Purchase or taking thereof by the Promoters of the Undertaking, and the Names of the Parties from whom the same were purchased or taken, and the Deposit made in respect thereof, and declaring the Fact of such Default having been made, and such Deed Poll shall be stamped with the Stamp Duty which would have been payable upon a Conveyance to the Promoters or the Undertaking of the Lands described therein; and thereupon all the Estate and Interest in such Lands of or capable of being sold and conveyed by the Party between whom and the Promoters of the Undertaking such Agreement shall have been come to, or as between whom and the Promoters of the Undertaking such Purchase Money or Compensation shall have been determined by a Jury, or by Arbitrators, or by a Surveyor appointed by Two Justices as herein provided, and shall have been deposited as aforesaid, shall vest absolutely in the Promoters of the Undertaking, and as against such Parties, and all Parties on behalf of whom they are herein-before enabled to sell and convey, the Promoters of the Undertaking shall be entitled to immediate Possession of such Lands.

Where Par-  
ties refuse to  
convey, or do  
not show  
Title, or  
cannot be  
found, the  
Purchase  
Money to be  
deposited.

LXXVI. If the Owner of any such Lands purchased or taken by the Promoters of the Undertaking, or of any Interest therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid in respect thereof, refuse to accept the same, or neglect or fail to make out a Title to such Lands, or to the Interest therein claimed by him, to the Satisfaction of the Promoters of the Undertaking, or if he refuse to convey or release such Lands as directed by the Promoters of the Undertaking, or if any such Owner

be absent from the Kingdom, or cannot after diligent Inquiry be found, or fail to appear on the Inquiry before a Jury, as herein provided for, it shall be lawful for the Promoters of the Undertaking to deposit the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in the Bank, in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, to be placed, except in the Cases herein otherwise provided for, to his Account there, to the Credit of the Parties interested in such Lands (describing them so far as the Promoters of the Undertaking can do), subject to the Control and Disposition of the said Court.

Application  
of Compens-  
ation.

LXXVII. Upon any such Deposit of Money as last aforesaid being made the Cashier of the Bank shall give to the Promoters of the Undertaking, or to the Party paying in such Money by their Direction, a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in; and it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll under their Common Seal if they be a Corporation, or if they be not a Corporation under the Hands and Seals of the said Promoters, or any Two of them, containing a Description of the Lands in respect whereof such Deposit shall have been made, and declaring the Circumstances under which and the Names of the Parties to whose Credit such Deposit shall have been made, and such Deed Poll shall be stamped with the Stamp Duty which would have been payable upon a Conveyance to the Promoters of the Undertaking of the Lands described therein; and thereupon all the Estate and Interest in such Lands of the Parties for whose Use and in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Promoters of the Undertaking, and as against such Parties they shall be entitled to immediate Possession of such Lands.

Upon De-  
posit being  
made a Re-  
ceipt shall be  
given, and  
the Lands  
vested in  
Deed Poll  
being exe-  
cuted.

LXXVIII. Upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid, or any Part thereof, or to the Lands in respect whereof the same shall have been so deposited, or any Part of such Lands, or any Interest in the same, the said Court of Chancery in *England* or the Court of Exchequer in *Ireland* may, in a summary Way, as to such Court shall seem fit, order such Money to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim to such Money or Lands, or any Part thereof; and may make such other Order in the Premises as to such Court shall seem fit.

Application  
of Monies  
so deposited.

LXXIX. If any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in possession of such Lands, as being the Owners thereof, or in receipt of the Rents of such Lands, as being entitled thereto at the Time of such Lands being purchased or taken, shall be deemed to have been lawfully entitled to such

Party in  
possession to  
be deemed  
the Owner.



*Application  
of Compen-  
sation.*

Lands, until the contrary be shown to the Satisfaction of the Court; and unless the contrary be shown as aforesaid, the Parties so in possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

*Costs in  
Cases of  
Money de-  
posited*

LXXX. In all Cases of Monies deposited in the Bank under the Provisions of this or the special Act, or an Act incorporated therewith, except where such Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, or by reason of the wilful Neglect of any Party to make out a good Title to the Land required, it shall be lawful for the Court of Chancery in *England* or the Court of Exchequer in *Ireland* to order the Costs of the following Matters, including therein all reasonable Charges and Expenses incident thereto, to be paid by the Promoters of the Undertaking, (that is to say,) the Costs of the Purchase or taking of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Reinvestment thereof in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Securities whereon the same shall be invested, and of all Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants: Provided always, that the Costs of One Application only for Reinvestment in Land shall be allowed, unless it shall appear to the Court of Chancery in *England* or the Court of Exchequer in *Ireland* that it is for the Benefit of the Parties interested in the said Monies that the same should be invested in the Purchase of Lands, in different Sums and at different Times, in which Case it shall be lawful for the Court, if it think fit, to order the Costs of any such Investments to be paid by the Promoters of the Undertaking.

*Conveyances.*

*no printed  
abund*

*Form of Con-*

*veyances.*

*no printed*

*no printed*

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And with respect to the Conveyances of Lands, be it enacted as follows:

LXXXI. Conveyances of Lands to be purchased under the Provisions of this or the special Act, or any Act incorporated therewith, may be according to the Forms in the Schedules (A) and (B) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit, or by Deed in any other Form which the Promoters of the Undertaking may think fit; and all Conveyances made according to the Forms in the said Schedules or as near thereto as the Circumstances of the Case will admit shall be effectual to vest the Lands thereby conveyed in the Promoters of the Undertaking, and shall operate to merge all Terms of Years attendant by express Declaration, or by Construction of Law, on the Estate or Interest

Interest so thereby conveyed, and to bar and to destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever, of and in the Lands comprised in such Conveyances which shall have been purchased or compensated for by the Consideration therein mentioned; but although Terms of Years be thereby merged, they shall in Equity afford the same Protection as if they had been kept on foot, and assigned to a Trustee for the Promoters of the Undertaking to attend the Reversion and Inheritance.

LXXXII. The Costs of all such Conveyances shall be borne by the Promoters of the Undertaking, and such Costs shall include all Charges and Expences incurred, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms, or Interests, and of making out and furnishing such Abstracts, and attested Copies as the Promoters of the Undertaking may require, and all other reasonable Expences incident to the Investigation, Deduction, and Verification of such Title.

LXXXIII. If the Promoters of the Undertaking and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Costs shall be taxed by one of the Taxing Masters of the Court of Chancery, or by a Master in Chancery in *Ireland*, upon an Order of the same Court, to be obtained upon Petition in a summary Way by either of the Parties; and the Promoters of the Undertaking shall pay what the said Master shall certify to be due in respect of such Costs to the Party entitled thereto, or in default thereof the same may be recovered in the same Way as any other Costs payable under an Order of the said Court, or the same may be recovered by Distress in the Manner herein-before provided in other Cases of Costs; and the Expence of taxing such Costs shall be borne by the Promoters of the Undertaking, unless upon such Taxation One Sixth Part of the Amount of such Costs shall be disallowed, in which Case the Costs of such Taxation shall be borne by the Party whose Costs shall be so taxed; and the Amount thereof shall be ascertained by the said Master, and deducted by him accordingly in his Certificate of such Taxation.

And with respect to the Entry upon Lands by the Promoters of the Undertaking, be it enacted as follows:

LXXXIV. The Promoters of the Undertaking shall not, except by the Consent of the Owners and Occupiers, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes and under the Powers of this or the special Act, until they shall either have paid to every Party having any Interest in such Lands, or deposited in the Bank, in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands, and of probing or boring to ascertain the Nature of the Soil, and

Entry on  
Lands.

and of setting out the Line of the Works, it shall be lawful for the Promoters of the Undertaking, after giving not less than Three nor more than Fourteen Days Notice to the Owners or Occupiers thereof, to enter upon such Lands without previous Consent, making Compensation for any Damage thereby occasioned to the Owners or Occupiers thereof.

Promoters to  
be allowed  
to enter on  
Lands before  
Purchase, on  
making De-  
posit by way  
of Security  
and giving  
Bond.

LXXXV. Provided also, that if the Promoters of the Undertaking shall be desirous of entering upon and using any such Lands before an Agreement shall have been come to or an Award made, or Verdict given for the Purchase Money or Compensation to be paid by them in respect of such Lands, it shall be lawful for the Promoters of the Undertaking to deposit in the Bank by way of Security, as herein-after mentioned, either the Amount of Purchase Money or Compensation claimed by any Party interested in or entitled to sell and convey such Lands, and who shall not consent to such Entry, or such a Sum as shall, by a Surveyor appointed by Two Justices in the Manner herein-before provided in the Case of Parties who cannot be found, be determined to be the Value of such Lands, or of the Interest therein which such Party is entitled to or enabled to sell and convey, and also to give to such Party a Bond, under the Common Seal of the Promoters if they be a Corporation, or if they be not a Corporation under the Hands and Seals of the said Promoters, or any Two of them, with Two sufficient Sureties to be approved of by Two Justices in case the Parties differ, in a penal Sum equal to the Sum so to be deposited, conditioned for Payment to such Party, or for Deposit in the Bank for the Benefit of the Parties interested in such Lands, as the Case may require, under the Provisions herein contained, of all such Purchase Money or Compensation, as may in manner herein-before provided be determined to be payable by the Promoters of the Undertaking in respect of the Lands so entered upon, together with Interest thereon, at the Rate of Five Pounds *per Centum per Annum*, from the Time of entering on such Lands, until such Purchase Money or Compensation shall be paid to such Party, or deposited in the Bank for the Benefit of the Parties interested in such Lands, under the Provisions herein contained; and upon such Deposit by way of Security being made as aforesaid, and such Bond being delivered or tendered to such non-consenting Party as aforesaid, it shall be lawful for the Promoters of the Undertaking to enter upon and use such Lands, without having first paid or deposited the Purchase Money or Compensation in other Cases required to be paid or deposited by them before entering upon any Lands to be taken by them under the Provisions of this or the special Act.

Upon De-  
posit being  
made Cashier  
to give  
Receipt.

LXXXVI. The Money so to be deposited as last aforesaid shall be paid into the Bank in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, to be placed to his Account there to the Credit of the Parties interested in or entitled to sell and convey the Lands so to be entered upon, and who shall not have consented to such Entry, subject to the Control and Disposition of the said Court; and upon such Deposit being made, the Cashier of the Bank shall give to the Promoters of the Undertaking, or to the Party paying in such

such Money by their Direction, a Receipt for such Money, specifying therein for what Purpose and to whose Credit the same shall have been paid in.

*Entry on  
Lands.*

LXXXVII. The Money so deposited as last aforesaid shall remain in the Bank, by way of Security to the Parties whose Lands shall so have been entered upon for the Performance of the Condition of the Bond to be given by the Promoters of the Undertaking, as hereinbefore mentioned, and the same may, on the Application by Petition of the Promoters of the Undertaking, be ordered to be invested in Bank Annuities or Government Securities, and accumulated; and upon the Condition of such Bond being fully performed it shall be lawful for the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, upon a like Application, to order the Money so deposited, or the Funds in which the same shall have been invested, together with the Accumulation thereof, to be repaid or transferred to the Promoters of the Undertaking, or if such Condition shall not be fully performed, it shall be lawful for the said Court to order the same to be applied in such Manner as it shall think fit for the Benefit of the Parties for whose Security the same shall so have been deposited.

Deposit to remain as a Security, and to be applied under the Direction of the Court.

LXXXVIII. If at any Time the Company be unable, by reason of the closing of the Office of the Accountant General of the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, to obtain his Authority in respect of the Payment of any Sum of Money so authorized to be deposited in the Bank by way of Security as aforesaid, it shall be lawful for the Company to pay into the Bank to the Credit of such Party or Matter as the Case may require (subject nevertheless to being dealt with as herein-after provided, and not otherwise), such Sum of Money as the Promoters of the Undertaking shall, by some Writing signed by their Secretary or Solicitors for the Time being, addressed to the Governor and Company of the Bank in that Behalf, request, and upon any such Payment being made the Cashier of the Bank shall give a Certificate thereof; and in every such Case, within Ten Days after the re-opening of the said Accountant General's Office, the Solicitor for the Promoters of the Undertaking shall there bespeak the Direction for the Payment of such Sum into the Name of the Accountant General, and upon Production of such Direction at the Bank of *England* the Money so previously paid in shall be placed to the Credit of the said Accountant General accordingly, and the Receipt for the said Payment be given to the Party making the same in the usual Way for the Purpose of being filed at the Report Office.

The Company may pay the Deposit Money into the Bank by way of Security during the Time that the Office of the Accountant General is closed.

LXXXIX. If the Promoters of the Undertaking or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of the special Act, without such Consent as aforesaid, or without having made such Payment for the Benefit of the Parties interested in the Lands, or such Deposit by way of Security as aforesaid, the Promoters of the Undertaking shall forfeit to the Party in possession of such Lands the Sum of Ten Pounds,

Penalty on the Promoters of the Undertaking entering upon Lands without Consent before Payment of the Purchase Money.

Entry on  
Lands.

Pounds, over and above the Amount of any Damage done to such Lands by reason of such Entry and taking Possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Promoters of the Undertaking or their Contractors shall, after Conviction in such Penalty as aforesaid, continue in unlawful Possession of any such Lands, the Promoters of the Undertaking shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in possession as aforesaid, such Penalty to be recoverable by the Party in possession of such Lands, with Costs, by Action in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Promoters of the Undertaking to the Payment of any such Penalties as aforesaid, if they shall *bona fide* and without Collusion have paid the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Promoters of the Undertaking may have reasonably believed to be entitled thereto, or shall have deposited the same in the Bank for the Benefit of the Parties interested in the Lands, or made such Deposit by way of Security in respect thereof as herein before mentioned, although such Person may not have been legally entitled thereto.

Decision of  
Justices not  
conclusive  
as to the  
Right of the  
Promoters.

XC. On the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Promoters of the Undertaking.

Proceedings  
in case of  
Refusal to  
deliver Pos-  
session of  
Lands.

XCI. If in any Case in which, according to the Provisions of this or the special Act, or any Act incorporated therewith, the Promoters of the Undertaking are authorized to enter upon and take possession of any Lands required for the Purposes of the Undertaking, the Owner or Occupier of any such Lands or any other Person refuse to give up the Possession thereof, or hinder the Promoters of the Undertaking from entering upon or taking possession of the same, it shall be lawful for the Promoters of the Undertaking to issue their Warrant to the Sheriff to deliver Possession of the same to the Person appointed in such Warrant to receive the same, and upon the Receipt of such Warrant the Sheriff shall deliver Possession of any such Lands accordingly, and the Costs accruing by reason of the issuing and Execution of such Warrant, to be settled by the Sheriff, shall be paid by the Person refusing to give Possession, and the Amount of such Costs shall be deducted and retained by the Promoters of the Undertaking from the Compensation, if any, then payable by them to such Party, or if no such Compensation be payable to such Party, or if the same be less than the Amount of such Costs, then such Costs, or the Excess thereof beyond such Compensation, if not paid on demand, shall be levied by Distress, and upon Application to any Justice for that Purpose he shall issue his Warrant accordingly.

Parties not  
to be re-  
quired to sell  
Part of a  
House.

XCII. And be it enacted, That no Party shall at any Time be required to sell or convey to the Promoters of the Undertaking a Part only of any House or other Building or Manufactory, if

if such Party be willing and able to sell and convey the whole thereof.

And with respect to small Portions of intersected Land, be it enacted as follows :

*Intersected Lands.*

XCIII. If any Lands not being situate in a Town or built upon shall be so cut through and divided by the Works as to leave, either on both Sides or on one Side thereof, a less Quantity of Land than Half a Statute Acre, and if the Owner of such small Parcel of Land require the Promoters of the Undertaking to purchase the same along with the other Land required for the Purposes of the special Act, the Promoters of the Undertaking shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left into which the same can be thrown, so as to be conveniently occupied therewith ; and if such Owner have any other Land so adjoining, the Promoters of the Undertaking shall, if so required by the Owner, at their own Expence, throw the Piece of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same in a sufficient and workmanlike Manner.

*Owners of intersected Lands may insist on Sale.*

XCIV. If any such Land shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication between the Land so divided as the Promoters of the Undertaking are, under the Provisions of this or the special Act, or any Act incorporated therewith, compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and require the Promoters of the Undertaking to make such Communication, then the Promoters of the Undertaking may require such Owner to sell to them such Piece of Land, and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained as herein provided for Cases of disputed Compensation ; and on the Occasion of ascertaining the Value of the Land required to be taken for the Purposes of the Works, the Jury or the Arbitrators, as the Case may be, shall, if required by either Party, ascertain by their Verdict or Award the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

*Promoters of the Undertaking may insist on Purchase where Expence of Bridges, &c. exceeds the Value.*

And with respect to Copyhold Lands, be it enacted as follows :

*Copyholds.*

XCV. Every Conveyance to the Promoters of the Undertaking, of any Lands which shall be of Copyhold or Customary Tenure, or of the Nature thereof, shall be entered on the Rolls of the Manor of which the same shall be held or parcel ; and on Payment to the Steward of such Manor of such Fees as would be due to him on the Surrender of the same Lands to the Use of a Purchaser thereof he shall make such Enrolment ; and every such Conveyance, when so enrolled, shall have the like Effect, in respect of such Copyhold or Customary Lands, as if the same had been of Freehold Tenure, nevertheless, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained, they shall continue subject to the same

*Conveyance of Copyhold Lands to be enrolled.*

*Copyholds.* same Fines, Rents, Heriots, and Services as were theretofore payable and of Right accustomed.

*Copyhold Lands to be enfranchised.*

XCVI. Within Three Months after the Enrolment of the Conveyance of any such Copyhold or Customary Lands, or within One Month after the Promoters of the Undertaking shall enter upon and make use of the same for the Purposes of the Works, whichever shall first happen, or if more than One Parcel of such Lands holden of the same Manor shall have been taken by them, then within One Month after the last of such Parcels shall have been so taken or entered on by them, the Promoters of the Undertaking shall procure the whole of the Lands holden of such Manor so taken by them to be enfranchised, and for that Purpose shall apply to the Lord of the Manor whereof such Lands are holden to enfranchise the same, and shall pay to him such Compensation in respect thereof as shall be agreed upon between them and him, and if the Parties fail to agree respecting the Amount of the Compensation to be paid for such Enfranchisement the same shall be determined as in other Cases of disputed Compensation; and in estimating such Compensation the Loss in respect of the Fines, Heriots, and other Services payable on Death, Descent, or Alienation, or any other Matters which would be lost by the vesting of such Copyhold or Customary Lands in the Promoters of the Undertaking, or by the Enfranchisement of the same, shall be allowed for.

*Lord of the Manor to enfranchise on Payment of Compensation.*

XCVII. Upon Payment or Tender of the Compensation so agreed upon or determined, or on Deposit thereof in the Bank in any of the Cases herein-before in that Behalf provided, the Lord of the Manor whereof such Copyhold or Customary Lands shall be holden shall enfranchise such Lands, and the Lands so enfranchised shall for ever thereafter be held in Free and Common Soccage; and in default of such Enfranchisement by the Lord of the Manor, or if he fail to adduce a good Title thereto to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for them, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them, and thereupon the Lands in respect of the Enfranchisement whereof such Compensation shall have been deposited as aforesaid shall be deemed to be enfranchised, and shall be for ever thereafter held in Free and Common Soccage.

*Apportionment of Copyhold Rents.*

XCVIII. If any such Copyhold or Customary Lands be subject to any customary or other Rent, and Part only of the Land subject to any such Rent be required to be taken for the Purposes of the special Act, the Apportionment of such Rent may be settled by Agreement between the Owner of the Lands and the Lord of the Manor on the one Part, and the Promoters of the Undertaking on the other Part, and if such Apportionment be not so settled by Agreement, then the same shall be settled by Two Justices; and the Enfranchisement of any Copyhold or Customary Lands taken by virtue of this or the special Act, or the Apportionment of such Rents, shall not affect in other respects any Custom by or under which any such Copyhold or Customary Lands not taken for such Purposes

Purposes shall be held; and if any of the Lands so required be released from any Portion of the Rents to which they were subject jointly with any other Lands, such last-mentioned Lands shall be charged with the Remainder only of such Rents; and with reference to any such apportioned Rents, the Lord of the Manor shall have all the same Rights and Remedies over the Lands to which such apportioned Rent shall have been assigned or attributed as he had previously over the whole of the Lands subject to such Rents for the whole of such Rents.

*Copysolds.*

And with respect to any such Lands being Common or Waste Lands, be it enacted as follows:

*Common Lands.*

XCIX. The Compensation in respect of the Right in the Soil of any Lands subject to any Rights of Common shall be paid to the Lord of the Manor, in case he shall be entitled to the same, or to such Party, other than the Commoners, as shall be entitled to such Right in the Soil; and the Compensation in respect of all other commonable and other Rights in or over such Lands, including therein any commonable or other Rights to which the Lord of the Manor may be entitled, other than his Right in the Soil of such Lands, shall be determined and paid and applied in manner hereinafter provided with respect to Common Lands the Right in the Soil of which shall belong to the Commoners; and upon Payment or Deposit in the Bank of the Compensation so determined all such commonable and other Rights shall cease and be extinguished.

*Compensation for Common Lands, where held of a Manor, &c. how to be paid.*

C. Upon Payment or Tender to the Lord of the Manor, or such other Party as aforesaid, of the Compensation which shall have been agreed upon or determined in respect of the Right in the Soil of any such Lands, or on Deposit thereof in the Bank in any of the Cases herein-before in that Behalf provided, such Lord of the Manor, or such other Party as aforesaid, shall convey such Lands to the Promoters of the Undertaking, and such Conveyance shall have the Effect of vesting such Lands in the Promoters of the Undertaking, in like Manner as if such Lord of the Manor, or such other Party as aforesaid, had been seized in Fee Simple of such Lands at the Time of executing such Conveyance; and in default of such Conveyance it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them, and thereupon the Lands in respect whereof such last-mentioned Compensation shall have been deposited as aforesaid shall vest absolutely in the Promoters of the Undertaking, and they shall be entitled to immediate Possession thereof, subject nevertheless to the commonable and other Rights theretofore affecting the same, until such Rights shall have been extinguished by Payment or Deposit of the Compensation for the same in manner herein-after provided.

*Lord of the Manor, &c. to convey to the Promoters of the Undertaking, on receiving Compensation for his Interest.*

CI. The Compensation to be paid with respect to any such Lands, being Common Lands, or in the Nature thereof, the Right to the Soil of which shall belong to the Commoners, as well as the

*Compensation for Common Lands where not held of*



a Manor how  
to be ascer-  
tained.

Compensation to be paid for the commonable and other Rights in or over Common Lands the Right in the Soil whereof shall not belong to the Commoners, other than the Compensation to the Lord of the Manor, or other Party entitled to the Soil thereof, in respect of his Right in the Soil thereof, shall be determined by Agreement between the Promoters of the Undertaking and a Committee of the Parties entitled to commonable or other Rights in such Lands, to be appointed as next herein-after mentioned.

A Meeting  
of the Par-  
ties inter-  
ested to be  
convened

CII. It shall be lawful for the Promoters of the Undertaking to convene a Meeting of the Parties entitled to commonable or other Rights over or in such Lands to be held at some convenient Place in the Neighbourhood of the Lands, for the Purpose of their appointing a Committee to treat with the Promoters of the Undertaking for the Compensation to be paid for the Extinction of such commonable or other Rights; and every such Meeting shall be called by public Advertisement, to be inserted once at least in Two consecutive Weeks in some Newspaper circulating in the County or in the respective Counties and in the Neighbourhood in which such Lands shall be situate, the last of such Insertions being not more than Fourteen nor less than Seven Days prior to any such Meeting; and Notice of such Meeting shall also, not less than Seven Days previous to the holding thereof, be affixed upon the Door of the Parish Church where such Meeting is intended to be held, or if there be no such Church some other Place in the Neighbourhood to which Notices are usually affixed; and if such Lands be parcel or holden of a Manor, a like Notice shall be given to the Lord of such Manor.

Meeting to  
appoint a  
Committee.

CIII. It shall be lawful for the Meeting so called to appoint a Committee, not exceeding Five in Number, of the Parties entitled to any such Rights; and at such Meeting the Decision of the Majority of the Persons entitled to Commonable Rights present shall bind the Minority and all absent Parties.

Committee  
to agree with  
the Pro-  
moters of  
the Under-  
taking.

CIV. It shall be lawful for the Committee so chosen to enter into an Agreement with the Promoters of the Undertaking for the Compensation to be paid for the Extinction of such commonable and other Rights and all Matters relating thereto, for and on behalf of themselves and all other Parties interested therein; and all such Parties shall be bound by such Agreement; and it shall be lawful for such Committee to receive the Compensation so agreed to be paid, and the Receipt of such Committee, or of any Three of them, for such Compensation, shall be an effectual Discharge for the same; and such Compensation, when received, shall be apportioned by the Committee among the several Persons interested therein according to their respective Interests, but the Promoters of the Undertaking shall not be bound to see to the Apportionment or to the Application of such Compensation, nor shall they be liable for the Misapplication or Nonapplication thereof.

Committee to  
agree with  
the Promoters  
of the Under-  
taking.

CV. If upon such Committee being appointed they shall fail to agree with the Promoters of the Undertaking as to the Amount of

the Compensation to be paid as aforesaid, the same shall be determined as in other Cases of disputed Compensation.

*Common  
Lands.*

CVI. If, upon being duly convened by the Promoters of the Undertaking, no effectual Meeting of the Parties entitled to such commonable or other Rights shall take place, or if, taking place, such Meeting fail to appoint such Committee, the Amount of such Compensation shall be determined by a Surveyor, to be appointed by Two Justices, as herein-before provided in the Case of Parties who cannot be found.

If no Committee be appointed, the Amount to be determined by a Surveyor.

CVII. Upon Payment or Tender to such Committee, or any Three of them, or if there shall be no such Committee then upon Deposit in the Bank in the Manner provided in the like Case of the Compensation which shall have been agreed upon or determined in respect of such commonable or other Rights, it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them, and thereupon the Lands in respect of which such Compensation shall have been so paid or deposited shall vest in the Promoters of the Undertaking, freed and discharged from all such commonable or other Rights, and they shall be entitled to immediate Possession thereof; and it shall be lawful for the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, by an Order to be made upon Petition, to order Payment of the Money so deposited to a Committee to be appointed as aforesaid, or to make such other Order in respect thereto, for the Benefit of the Parties interested, as it shall think fit.

Upon Payment or Deposit of Compensation payable to Commoners the Lands to vest.

And with respect to Lands subject to Mortgage, be it enacted as follows:

*Lands in  
Mortgage.*

CVIII. It shall be lawful for the Promoters of the Undertaking to purchase or redeem the Interest of the Mortgagee of any such Lands which may be required for the Purposes of the special Act, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right or in trust for any other Party, and whether he be in possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of the special Act, and in order thereto the Promoters of the Undertaking may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Promoters of the Undertaking, or as they shall direct, or the Promoters of the Undertaking may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same,

Power to redeem Mortgages.

a Manor how  
to be ascer-  
tained.

Compensation to be paid for the commonable and other Rights in or over Common Lands the Right in the Soil whereof shall not belong to the Commoners, other than the Compensation to the Lord of the Manor, or other Party entitled to the Soil thereof, in respect of his Right in the Soil thereof, shall be determined by Agreement between the Promoters of the Undertaking and a Committee of the Parties entitled to commonable or other Rights in such Lands, to be appointed as next herein-after mentioned.

A Meeting  
of the Par-  
ties inte-  
rested to be  
convened.

CII. It shall be lawful for the Promoters of the Undertaking to convene a Meeting of the Parties entitled to commonable or other Rights over or in such Lands to be held at some convenient Place in the Neighbourhood of the Lands, for the Purpose of their appointing a Committee to treat with the Promoters of the Undertaking for the Compensation to be paid for the Extinction of such commonable or other Rights; and every such Meeting shall be called by public Advertisement, to be inserted once at least in Two consecutive Weeks in some Newspaper circulating in the County or in the respective Counties and in the Neighbourhood in which such Lands shall be situate, the last of such Insertions being not more than Fourteen nor less than Seven Days prior to any such Meeting; and Notice of such Meeting shall also, not less than Seven Days previous to the holding thereof, be affixed upon the Door of the Parish Church where such Meeting is intended to be held, or if there be no such Church some other Place in the Neighbourhood to which Notices are usually affixed; and if such Lands be parcel or holden of a Manor, a like Notice shall be given to the Lord of such Manor.

Meeting to  
appoint a  
Committee.

CIII. It shall be lawful for the Meeting so called to appoint a Committee, not exceeding Five in Number, of the Parties entitled to any such Rights; and at such Meeting the Decision of the Majority of the Persons entitled to Commonable Rights present shall bind the Minority and all absent Parties.

Committee  
to agree with  
the Pro-  
motors of  
the Under-  
taking.

CFV. It shall be lawful for the Committee so chosen to enter into an Agreement with the Promoters of the Undertaking for the Compensation to be paid for the Extinction of such commonable and other Rights, and all Matters relating thereto, for and on behalf of themselves and all other Parties interested therein; and all such Parties shall be bound by such Agreement; and it shall be lawful for such Committee to receive the Compensation so agreed to be paid, and the Receipt of such Committee, or of any Three of them, for such Compensation, shall be an effectual Discharge for the same; and such Compensation, when received, shall be apportioned by the Committee among the several Persons interested therein, according to their respective Interests, but the Promoters of the Undertaking shall not be bound to see to the Apportionment or to the Application of such Compensation, nor shall they be liable for the Misapplication or Nonapplication thereof.

Disputes to  
be settled as  
in other  
Cases.

CV. If upon such Committee being appointed they shall fail to agree with the Promoters of the Undertaking as to the Amount of the

the Compensation to be paid as aforesaid, the same shall be determined as in other Cases of disputed Compensation.

*Common  
Lands.*

CVI. If, upon being duly convened by the Promoters of the Undertaking, no effectual Meeting of the Parties entitled to such commonable or other Rights shall take place, or if, taking place, such Meeting fail to appoint such Committee, the Amount of such Compensation shall be determined by a Surveyor, to be appointed by Two Justices, as herein-before provided in the Case of Parties who cannot be found.

*If no Committee be appointed, the Amount to be determined by a Surveyor.*

CVII. Upon Payment or Tender to such Committee, or any Three of them, or if there shall be no such Committee then upon Deposit in the Bank in the Manner provided in the like Case of the Compensation which shall have been agreed upon or determined in respect of such commonable or other Rights, it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them, and thereupon the Lands in respect of which such Compensation shall have been so paid or deposited shall vest in the Promoters of the Undertaking, freed and discharged from all such commonable or other Rights, and they shall be entitled to immediate Possession thereof; and it shall be lawful for the Court of Chancery in *England* or the Court of Exchequer in *Ireland*, by an Order to be made upon Petition, to order Payment of the Money so deposited to a Committee to be appointed as aforesaid, or to make such other Order in respect thereto, for the Benefit of the Parties interested, as it shall think fit.

*Upon Payment of Compensation payable to Commoners the Lands to vest.*

And with respect to Lands subject to Mortgage, be it enacted as follows:

*Lands in  
Mortgage.*

CVIII. It shall be lawful for the Promoters of the Undertaking to purchase or redeem the Interest of the Mortgagee of any such Lands which may be required for the Purposes of the special Act, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right or in trust for any other Party, and whether he be in possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of the special Act, and in order thereto the Promoters of the Undertaking may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Promoters of the Undertaking, or as they shall direct, or the Promoters of the Undertaking may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice; and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same,

*Power to  
redeem  
Mortgages.*

*Lands in  
Mortgage.*

same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Promoters of the Undertaking to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Promoters of the Undertaking, or as they shall direct.

Deposit of  
Mortgage  
Money on  
Refusal to  
accept.

*ed at mnd  
stadw busq  
in yno stl  
bages mnd  
over ched*

CIX. If, in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Promoters of the Undertaking, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Promoters of the Undertaking to deposit in the Bank, in the Manner provided by this Act in like Cases, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and it shall be lawful for them, if they think fit, to execute a Deed Poll, duly stamped in the Manner herein before provided in the Case of the Purchase of Lands by them; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Promoters of the Undertaking, and they shall be entitled to immediate Possession thereof in case such Mortgagee were himself entitled to such Possession.

Sum to be  
paid when  
Mortgage  
exceeds the  
Value of the  
Lands.

*to be made  
in the  
Manner  
provided  
in the  
Act*

CX. If any such mortgaged Lands shall be of less Value than the Principal, Interest, and Costs secured thereon, the Value of such Lands, or the Compensation to be made by the Promoters of the Undertaking in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Promoters of the Undertaking on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Promoters of the Undertaking to the Mortgagee in satisfaction of his Mortgage Debt so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Promoters of the Undertaking, or as they shall direct.

Deposit of  
Money when  
refused on  
Tender.

CXI. If, upon such Payment or Tender as aforesaid being made, any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a good Title thereto to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for them to deposit the Amount of such Value or Compensation in the Bank, in the Manner provided by this Act in like Cases, and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon; and it shall be lawful

lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them; and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in trust for him, shall become absolutely vested in the Promoters of the Undertaking, and they shall be entitled to immediate Possession thereof in case such Mortgagee were himself entitled to such Possession; nevertheless, all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation, other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

*Lands in  
Mortgage.*

CXII. If a Part only of any such mortgaged Lands be required for the Purposes of the special Act, and if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Promoters of the Undertaking on the other, and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Promoters of the Undertaking to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend; and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee; and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Promoters of the Undertaking, at their Expense, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

*Sum to be  
paid where  
Part only of  
mortgaged  
Lands taken.*

CXIII. If, upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined, such Mortgagee shall fail to convey or release to the Promoters of the Undertaking, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for the Promoters of the Undertaking to pay the Amount of such Value or Compensation into the Bank, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank, and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all

*Deposit of  
Money when  
refused on  
Tender.*

**Lands in Mortgage.** Money due thereon; and it shall be lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them; and thereupon such Lands shall become absolutely vested in the Promoters of the Undertaking, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in trust for him, and in case such Mortgagee were himself entitled to such Possession they shall be entitled to immediate Possession thereof; nevertheless, every such Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof (as the Case may be), and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of the special Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

**Compensation to Mortgagee.** CXIV. Provided always, That in any of the Cases herein-before provided with respect to Lands subject to Mortgage, if in the Mortgage Deed a Time shall have been limited for Payment of the Principal Money thereby secured, and under the Provisions herein-before contained the Mortgagee shall have been required to accept Payment of his Mortgage Money, or of Part thereof, at a Time earlier than the Time so limited, the Promoters of the Undertaking shall pay to such Mortgagee, in addition to the Sum which shall have been so paid off, all such Costs and Expences as shall be incurred by such Mortgagee in respect of or which shall be incidental to the Re-investment of the Sum so paid off, such Costs in case of Difference to be taxed and Payment thereof enforced in the Manner herein provided with respect to the Costs of Conveyances; and if the Rate of Interest secured by such Mortgage be higher than at the Time of the same being so paid off can reasonably be expected to be obtained on re-investing the same, regard being had to the then current Rate of Interest, such Mortgagee shall be entitled to receive from the Promoters of the Undertaking, in addition to the Principal and Interest herein-before provided for, Compensation in respect of the Loss to be sustained by him by reason of his Mortgage Money being so prematurely paid off, the Amount of such Compensation to be ascertained, in case of Difference, as in other Cases of disputed Compensation; and until Payment or Tender of such Compensation as aforesaid the Promoters of the Undertaking shall not be entitled, as against such Mortgagee, to Possession of the mortgaged Lands under the Provision herein-before contained.

**Rent-charges.** And with respect to Lands charged with any Rent Service, Rent-charge, or chief or other Rent, or other Payment or Incumbrance not herein-before provided for, be it enacted as follows:

**Release of Lands from Rent-charges.** CXV. If any Difference shall arise between the Promoters of the Undertaking and the Party entitled to any such Charge upon any Lands required to be taken for the Purposes of the special Act, respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the



the Purposes of the special Act, the same shall be determined as in *Rent-charged* other Cases of disputed Compensation.

CXVI. If Part only of the Lands charged with any such *Release of* Rent Service, Rent-charge, chief or other Rent, Payment, or Incumbrance, *Part of* be required to be taken for the Purposes of the special Act, the *Lands from* Apportionment of any such Charge may be settled by Agreement, *Charge.* between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Promoters of the Undertaking on the other Part, and if such Apportionment be not so settled by Agreement the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with Consent of the Owner of the Lands, so jointly subject, it shall be lawful for the Party entitled to such Charge to release therefrom the Lands required, on condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

CXVII. Upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid, such Party shall execute to the Promoters of the Undertaking a Release of such Charge; and if he fail so to do, or if he fail to adduce good Title to such Charge, to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for them to deposit the Amount of such Compensation in the Bank in the Manner herein-before provided in like Cases, and also, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them, and thereupon the Rent Service, Rent-charge, chief or other Rent, Payment or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

CXVIII. If any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such last-mentioned Lands, for the whole or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if upon any such Charge or Portion of Charge being so released the Deed or Instrument creating or transferring such Charge be tendered to the Promoters of the Undertaking for the Purpose, they or Two of them shall subscribe, or if they be a Corporation shall affix their Common Seal to a Memorandum of such Release, endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of the special Act, and if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable, or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum



**Rent-charges.** Memorandum shall be made and executed at the Expence of the Promoters of the Undertaking, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

**Leases.** And with respect to Lands subject to Leases, be it enacted as follows :

Where Part  
only of Lands  
under Lease  
taken, the  
Rent to be  
apportioned,

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apportioned  
to him I  
not am T  
comaliquor  
purchace

Tenants to  
be compen-  
sated.

Compensa-  
tion to be  
made to  
Tenants at  
Will, &c.

CXIX. If any Lands shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of the special Act, the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part, and the Promoters of the Undertaking on the other Part, and if such Apportionment be not so settled by Agreement between the Parties, such Apportionment shall be settled by Two Justices; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of the special Act; and as to the Lands not so required, and as against the Lessee, the Lessor shall have all the same Rights and Remedies for the Recovery of such Portion of Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of the special Act, in the same Manner as they would have done in case such Part only of the Land had been included in the Lease.

CXX. Every such Lessee as last aforesaid shall be entitled to receive from the Promoters of the Undertaking Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of the Works.

CXXI. If any such Lands shall be in the Possession of any Person having no greater Interest therein than as Tenant for a Year or from Year to Year, and if such Person be required to give up Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for the Value of his unexpired Term or Interest in such Lands, and for any just Allowance which ought to be made to him by an in-coming Tenant, and for any Loss or Injury he may sustain, or if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy by severing the Lands held by him, or otherwise injuriously affecting the same; and the Amount of such Compensation shall be determined by Two Justices, in case the Parties differ about the same; and upon Payment or Tender of the Amount of such Compensation all such Persons shall respectively deliver up to the Promoters of the Undertaking, or to the Person appointed by them to take possession thereof, any such Lands in their Possession required for the Purposes of the special Act.

CXXII. If

CXXII. If any Party, having a greater Interest than as Tenant at Will, claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands, the Promoters of the Undertaking may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Promoters of the Undertaking, such Lease or Grant, or such best Evidence thereof, be not produced within Twenty-one Days, the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Where greater Interest claimed than from Year to Year, Lease to be produced.

CXXIII. And be it enacted, That the Powers of the Promoters of the Undertaking for the compulsory Purchase or taking of Lands for the Purposes of the special Act shall not be exercised after the Expiration of the prescribed Period, and if no Period be prescribed not after the Expiration of Three Years from the passing of the special Act.

Limit of Time for compulsory Purchase.

And with respect to Interests in Lands which have by Mistake been omitted to be purchased, be it enacted as follows.

Interests omitted to be purchased.

CXXIV. If, at any Time after the Promoters of the Undertaking shall have entered upon any Lands which under the Provisions of this or the special Act, or any Act incorporated therewith, they were authorized to purchase, and which shall be permanently required for the Purposes of the special Act, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Promoters of the Undertaking shall through Mistake or Inadvertence have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period allowed for the Purchase of Lands shall have expired or not, the Promoters of the Undertaking shall remain in the undisturbed Possession of such Lands, provided, within Six Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Promoters of the Undertaking, or in case the same shall be disputed then within Six Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Promoters of the Undertaking shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Promoters of the Undertaking thereon and the Time of the Payment of such Purchase Money or Compensation by the Promoters of the Undertaking, so far as such mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on or awarded and paid in like Manner as according to the Provisions of this Act the same respectively would have been agreed on or awarded and paid in case the Promoters of the Undertaking had purchased such Estate, Right, Interest, or Charge before their entering upon such Land, or as near thereto as Circumstances will admit.

Promoters of the Undertaking empowered to purchase Interests in Lands the Purchase whereof may have been omitted by Mistake.

*Lands in  
Mortgage.*

same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Promoters of the Undertaking to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Promoters of the Undertaking, or as they shall direct.

*Deposit of  
Mortgage  
Money on  
Refusal to  
accept.*

*ad of m. d.  
stead by  
to y. d. d.  
by y. d. d.  
m. d. d. d.*

CIX. If, in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Promoters of the Undertaking, or if he fail to adduce a good Title thereto to their Satisfaction, then it shall be lawful for the Promoters of the Undertaking to deposit in the Bank, in the Manner provided by this Act in like Cases, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and it shall be lawful for them, if they think fit, to execute a Deed Poll, duly stamped in the Manner herein before provided in the Case of the Purchase of Lands by them; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Promoters of the Undertaking, and they shall be entitled to immediate Possession thereof in case such Mortgagee were himself entitled to such Possession.

*Sum to be  
paid when  
Mortgage  
exceeds the  
Value of the  
Lands.*

*Sum to be  
paid when  
Mortgage  
exceeds the  
Value of the  
Lands.*

CX. If any such mortgaged Lands shall be of less Value than the Principal, Interest, and Costs secured thereon, the Value of such Lands, or the Compensation to be made by the Promoters of the Undertaking in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Promoters of the Undertaking on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being adjudged upon or determined, shall be paid by the Promoters of the Undertaking to the Mortgagee in satisfaction of his Mortgage Debt so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Promoters of the Undertaking, or as they shall direct.

*Deposit of  
Money when  
refused on  
Tender.*

CXI. If, upon such Payment or Tender as aforesaid being made, any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a good Title thereto to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for them to deposit the Amount of such Value or Compensation in the Bank, in the Manner provided by this Act in like Cases, and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon; and it shall be lawful

lawful for the Promoters of the Undertaking, if they think fit, to execute a Deed Poll, duly stamped, in the Manner herein-before provided in the Case of the Purchase of Lands by them; and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in trust for him, shall become absolutely vested in the Promoters of the Undertaking, and they shall be entitled to immediate Possession thereof in case such Mortgagee were himself entitled to such Possession; nevertheless, all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation, other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

*Lands in  
Mortgage.*

CXII. If a Part only of any such mortgaged Lands be required for the Purposes of the special Act, and if the Part so required be of less Value than the Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Promoters of the Undertaking on the other, and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Promoters of the Undertaking to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend; and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee; and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Promoters of the Undertaking, at their Expense, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

*Sum to be  
paid where  
Part only of  
mortgaged  
Lands taken.*

CXIII. If, upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined, such Mortgagee shall fail to convey or release to the Promoters of the Undertaking, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Promoters of the Undertaking, it shall be lawful for the Promoters of the Undertaking to pay the Amount of such Value or Compensation into the Bank, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank, and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all

*Deposit of  
Money when  
refused on  
Tender.*

*Sale of super-  
fluous Land.*

Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them :

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Promoters of the Undertaking, and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Promoters of the Undertaking and their Successors from all Incumbrances created by the Promoters of the Undertaking :

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Promoters of the Undertaking, or their Successors, and all other Persons claiming under them :

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may in all Actions brought by them assign Breaches of Covenants, as they might do if such Covenants were expressly inserted in such Conveyances.

*Land Tax  
and Poor's  
Rate to be  
made good.*

CXXXIII. And be it enacted, That if the Promoters of the Undertaking become possessed by virtue of this or the special Act, or any Act incorporated therewith, of any Lands charged with the Land Tax, or liable to be assessed to the Poor's Rate, they shall from Time to Time, until the Works shall be completed and assessed to such Land Tax or Poor's Rate, be liable to make good the Deficiency in the several Assessments for Land Tax and Poor's Rate by reason of such Lands having been taken or used for the Purposes of the Works, and such Deficiency shall be computed according to the Rental at which such Lands, with any Building thereon, were valued or rated at the Time of the passing of the special Act ; and on demand of such Deficiency the Promoters of the Undertaking, or their Treasurer, shall pay all such Deficiencies to the Collector of the said Assessments respectively ; nevertheless, if at any Time the Promoters of the Undertaking think fit to redeem such Land Tax, they may do so in accordance with the Powers in that Behalf given by the Acts for the Redemption of the Land Tax.

*Service of  
Notices upon  
Company.*

CXXXIV. And be it enacted, That any Summons or Notice, or any Writ or other Proceeding at Law or in Equity, requiring to be served upon the Promoters of the Undertaking, may be served by the same being left at or transmitted through the Post directed to the principal Office of the Promoters of the Undertaking, or One of the principal Offices where there shall be more than One, or being given or transmitted through the Post directed to the Secretary, or in case there be no Secretary the Solicitor of the said Promoters.

*Tender of  
Amends.*

CXXXV. And be it enacted, That if any Party shall have committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this or the special Act, or any Act incorporated therewith,

therewith, or by virtue of any Power or Authority thereby given, and if, before Action brought in respect thereof, such Party make Tender of sufficient Amends to the Party injured, such last-mentioned Party shall not recover in any such Action; and if no such Tender shall have been made it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

*Sale of superfluous Land.*

And with respect to the Recovery of Forfeitures, Penalties, and Costs, be it enacted as follows :

*Recovery of Penalties.*

CXXXVI. Every Penalty or Forfeiture imposed by this or the special Act, or by any Bye Law made in pursuance thereof, the Recovery of which is not otherwise provided for, may be recovered by summary Proceeding before Two Justices; and on Complaint being made to any Justice he shall issue a Summons requiring the Party complained against to appear before Two Justices at a Time and Place to be named in such Summons; and every such Summons shall be served on the Party offending either in Person or by leaving the same with some Inmate at his usual Place of Abode; and upon the Appearance of the Party complained against, or in his Absence, after Proof of the due Service of such Summons, it shall be lawful for any Two Justices to proceed to the hearing of the Complaint, and that although no Information in Writing or in Print shall have been exhibited before them; and upon Proof of the Offence, either by the Confession of the Party complained against, or upon the Oath of One credible Witness or more, it shall be lawful for such Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

Penalties to be summarily recovered before Two Justices.

CXXXVII. If, forthwith upon any such Adjudication as aforesaid, the Amount of the Penalty or Forfeiture, and of such Costs as aforesaid, be not paid, the Amount of such Penalty and Costs shall be levied by Distress, and such Justices or either of them shall issue their or his Warrant of Distress accordingly.

Penalties to be levied by Distress.

CXXXVIII. Where in this or the special Act, or any Act incorporated therewith, any Sum of Money, whether in the Nature of Penalty, Costs, or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same; and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money and the Expences of the Distress and Sale, shall be returned, on demand, to the Party whose Goods shall have been distrained.

Distress how to be levied.

CXXXIX. The Justices by whom any such Penalty or Forfeiture shall be imposed may; where the Application thereof is not otherwise provided for, award not more than One Half thereof

Application of Penalties.

**Recovery of Penalties.**

to the Informer, and shall award the Remainder to the Overseers of the Poor of the Parish in which the Offence shall have been committed to be applied in aid of the Poor's Rate of such Parish, or if the Place wherein the Offence shall have been committed shall be extra-parochial then such Justices shall direct such Remainder to be applied in aid of the Poor's Rate of such extra-parochial Place, or if there shall not be any Poor's Rate therein in aid of the Poor's Rate of any adjoining Parish or District.

**Distress against the Treasurer.**

CXL. If any such Sum shall be payable by the Promoters of the Undertaking, and if sufficient Goods of the said Promoters cannot be found whereon to levy the same, it may, if the Amount thereof do not exceed Twenty Pounds, be recovered by Distress of the Goods of the Treasurer of the said Promoters, and the Justices aforesaid, or either of them, on Application, shall issue their or his Warrant accordingly; but no such Distress shall issue against the Goods of such Treasurer unless Seven Days previous Notice, in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer or left at his Residence; and if such Treasurer pay any Money under such Distress as aforesaid he may retain the Amount so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the Promoters of the Undertaking coming into his Custody or Control, or he may sue them for the same.

**Distress not unlawful for Want of Form.**

CXLI. No Distress levied by virtue of this or the special Act, or any Act incorporated therewith, shall be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case.

**Penalties to be sued for within Six Months.**

CXLII. No Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this or the special Act, or any Act incorporated therewith, for any Offence made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before such Justice within Six Months next after the Commission of such Offence.

**Penalty on Witnesses making default.**

CXLIII. It shall be lawful for any Justice to summon any Person to appear before him as a Witness in any Matter in which such Justice shall have Jurisdiction under the Provisions of this or the special Act at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such Matter; and if any Person so summoned shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expences, or if any Person appearing shall refuse to be examined upon Oath or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.



CXLIV. The Justices before whom any Person shall be convicted of any Offence against this or the special Act, or any Act incorporated therewith, may cause the Conviction to be drawn up according to the Form in the Schedule (C.) to this Act annexed.

Form of  
Conviction.

CXLV. No Proceeding in pursuance of this or the special Act, or any Act incorporated therewith, shall be quashed or vacated for Want of Form, nor shall the same be removed by Certiorari or otherwise into any of the Superior Courts.

Proceedings  
not to be  
quashed for  
Want of  
Form.

CXLVI. If any Party shall feel aggrieved by any Determination or Adjudication of any Justice with respect to any Penalty or Forfeiture under the Provisions of this or the special Act, or any Act incorporated therewith, such Party may appeal to the General Quarter Sessions for the County or Place in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, nor unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought, nor unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

Parties  
allowed to  
appeal to  
Quarter  
Sessions on  
giving  
Security.

CXLVII. At the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

Court to  
make such  
Order as  
they think  
reasonable.

CXLVIII. Provided always, and be it enacted, That notwithstanding any thing herein or in the special Act, or any Act incorporated therewith, contained, every Penalty or Forfeiture imposed by this or the special Act or any Act incorporated therewith, or by any Bye Law in pursuance thereof, in respect of any Offence which shall take place within the Metropolitan Police District, shall be recovered, enforced, accounted for, and, except where the Application thereof is otherwise specially provided for, shall be paid to the Receiver of the Metropolitan Police District, and shall be applied in the same Manner as Penalties or Forfeitures, other than Fines upon drunken Persons, or upon Constables for Misconduct, or for Assaults upon Police Constables, are directed to be recovered, enforced, accounted for, paid, and applied by an Act passed in the Third Year of the Reign of Her present Majesty, intituled *An Act for regulating the Police Courts in the Metropolis*, and every Order or Conviction of any of the Police Magistrates in respect of any such Forfeiture or Penalty shall be subject to the like Appeal and upon the same Terms as is provided

Receiver of  
the Metro-  
politan  
Police Dis-  
trict to  
receive Pe-  
nalties in-  
curred within  
his District.

2 & 3 Vict.  
c. 71.



**Recovery of Penalties.**

in respect of any Order or Conviction of any of the said Police Magistrates by the said last-mentioned Act; and every Magistrate by whom any Order or Conviction shall have been made shall have the same Power of binding over the Witnesses who shall have been examined, and such Witnesses shall be entitled to the same Allowance of Expences as he or they would have had or been entitled to in case the Order, Conviction, and Appeal had been made in pursuance of the Provisions of the said last-mentioned Act.

**Persons giving false Evidence liable to Penalties of Perjury.**

CXLIX. And be it enacted, That any Person who upon any Examination upon Oath under the Provisions of this or the special Act, or any Act incorporated therewith, shall wilfully and corruptly give false Evidence, shall be liable to the Penalties of wilful and corrupt Perjury.

**Access to special Act.**

And with respect to the Provision to be made for affording Access to the special Act by all Parties interested, be it enacted as follows:

**Copies of special Act to be kept and deposited, and allowed to be inspected.**

CL. The Company shall, at all Times after the Expiration of Six Months after the passing of the special Act, keep in their principal Office of Business a Copy of the special Act, printed by the Printers to Her Majesty, or some of them; and where the Undertaking shall be a Railway, Canal, or other like Undertaking, the Works of which shall not be confined to One Town or Place, shall also within the Space of such Six Months deposit in the Office of each of the Clerks of the Peace of the several Counties into which the Works shall extend a Copy of such special Act so printed as aforesaid; and the said Clerks of the Peace shall receive, and they and the Company respectively shall retain, the said Copies of the special Act, and shall permit all Persons interested to inspect the same, and make Extracts or Copies therefrom, in the like Manner, and upon the like Terms, and under the like Penalty for Default, as is provided in the Case of certain Plans and Sections by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.*

7 W. 4. &  
1 Vict. c. 83.

**Penalty on Company failing to keep or deposit.**

CLI. If the Company shall fail to keep or deposit, as hereinbefore mentioned, any of the said Copies of the special Act, they shall forfeit Twenty Pounds for every such Offence, and also Five Pounds for every Day afterwards during which such Copy shall be not so kept or deposited.

**Act not to extend to Scotland.**

CLII. And be it enacted, That this Act shall not extend to Scotland.

**Act may be amended this Session.**

CLIII. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament.

SCHE.

**SCHEDULES** referred to in the foregoing Act.

### SCHEDULE (A.)

*Form of Conveyance.*

I, *of* in consideration of the Sum of *£* *paid to me [or, as the Case may be, into the Bank of England [or Bank of Ireland], in the Name and with the Privy of the Accountant General of the Court of Chancery, ex parte "The Promoters of the Undertaking" [naming them], or to A. B. of and Co. Devoit* *Two Trustees appointed to receive the same], pursuant to the [here, name the special Act], by the [here Name the Company or other Promoters of the Undertaking], incorporated [or constituted] by the said Act, do hereby convey to the said Company [or other Description], their Successors and Assigns, all [describing the Premises to be conveyed], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same as I am or shall become seised or possessed of, or am, by the said Act empowered to convey, to hold the Premises to the said Company [or other Description], their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal, the* *Day of* *in* *the Year of our Lord*

## SCHEDULE (B.)

### Form of Conveyance on Chief Rent.

I of, in consideration of the Rent-charge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by "The Promoters of the Undertaking" [*naming them*], incorporated [*or constituted*] by virtue of the [*here name the special Act*], do hereby convey to the said Company [*or other Description*], their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all my Estate, Right, Title, and Interest in and to the same and every Part thereof, to hold the said Premises to the said Company [*or other Description*], their Successors and Assigns, for ever, according to the true Intent and Meaning of the said Act, they the said Company [*or other Description*], their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, one

4 H

clear

clear yearly Rent of \_\_\_\_\_ by equal quarterly [*or half-yearly, as agreed upon,*] Portions, henceforth, on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I hereunto set my Hand and Seal, the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

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SCHEDULE (C.)

*Form of Conviction.*

to wit.

BE it remembered, That on the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_ *A.B.* is convicted before us *C., D.*, Two of Her Majesty's Justices of the Peace for the County of \_\_\_\_\_ [*here describe the Offence generally, and the Time and Place when and where committed*], contrary to the [*here name the special Act*]. Given under our Hands and Seals, the Day and Year first above written.

*C., D.*

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1845.

The first of these is the fact that the  
 government has been unable to raise the  
 necessary funds to carry out its  
 policy of non-interference. This is  
 due to the fact that the government  
 has been unable to raise the necessary  
 funds to carry out its policy of non-  
 interference. This is due to the fact  
 that the government has been unable  
 to raise the necessary funds to carry  
 out its policy of non-interference.

1770

# ALBION RECORD

1770

1770

1770

WHITE  
JUL  
1846  
(D)

*The Companies Clauses Consolidation Act 1845*



ANNO OCTAVO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

C A P. XVI.

An Act for consolidating in One Act certain Provisions usually inserted in Acts with respect to the Constitution of Companies incorporated for carrying on Undertakings of a public Nature.  
[8th May 1845.]

**W**HEREAS it is expedient to comprise in One general Act sundry Provisions relating to the Constitution and Management of Joint Stock Companies, usually introduced into Acts of Parliament authorizing the Execution of Undertakings of a public Nature by such Companies, and that as well for the Purpose of avoiding the Necessity of repeating such Provisions in each of the several Acts relating to such Undertakings as for ensuring greater Uniformity in the Provisions themselves: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That this Act shall apply to every Joint Stock Company which shall by any Act which shall hereafter be passed be incorporated for the Purpose of carrying on any Undertaking, and this Act shall be incorporated with such Act; and all the Clauses and Provisions of this Act, save so far as they shall be expressly varied or excepted by

Act to apply to all Companies incorporated by Acts hereafter to be passed.

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any such Act, shall apply to the Company which shall be incorporated by such Act, and to the Undertaking for carrying on which such Company shall be incorporated, so far as the same shall be applicable thereto respectively; and such Clauses and Provisions, as well as the Clauses and Provisions of every other Act which shall be incorporated with such Act, shall, save as aforesaid, form Part of such Act, and be construed together therewith as forming One Act.

Interpreta-  
tions in this  
Act:

II. And with respect to the Construction of this Act, and of other Acts to be incorporated therewith, be it enacted as follows:

"the spe-  
cial Act:"

The Expression "the special Act" used in this Act shall be construed to mean any Act which shall be hereafter passed incorporating a Joint Stock Company for the Purpose of carrying on any Undertaking, and with which this Act shall be so incorporated as aforesaid; and the Word "prescribed" used in this Act, in reference to any Matter herein stated, shall be construed to refer to such Matter as the same shall be prescribed or provided for in the special Act; and the Sentence in which such Word shall occur shall be construed as if instead of the Word "prescribed" the Expression "prescribed for that Purpose in the special Act" had been used; and the Expression "the Undertaking" shall mean the Undertaking or Works, of whatever Nature, which shall by the special Act be authorized to be executed.

Interpreta-  
tions in this  
and the spe-  
cial Act:

III. The following Words and Expressions both in this and the special Act shall have the several Meanings hereby assigned to them, unless there be something in the Subject or the Context repugnant to such Construction; (that is to say,)

Number:

Words importing the Singular Number only shall include the Plural Number; and Words importing the Plural Number only shall include the Singular Number:

Gender:

Words importing the Masculine Gender only shall include Females:

"Lands:"

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure:

"Lease:"

The Word "Lease" shall include an Agreement for a Lease:

"Month:"

The Word "Month" shall mean Calendar Month:

"Superior  
Courts:"

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster* or *Dublin*, as the Case may require:

"Oath:"

The Word "Oath" shall include Affirmation in the Case of Quakers, or other Declaration lawfully substituted for an Oath in the Case of any other Persons exempted by Law from the Necessity of taking an Oath:

"County:"

The Word "County" shall include any Riding or other like Division of a County, and shall also include County of a City or County of a Town:

"Justice:"

The Word "Justice" shall mean Justice of the Peace acting for the County, City, Borough, Liberty, Cinque Port, or other Place where the Matter requiring the Cognizance of any such Justice shall arise, and who shall not be interested in the Matter; and where any Matter shall be authorized or required to be done by

"Two Jus-  
tices:"

Two Justices the Expression "Two Justices" shall be understood to mean Two Justices assembled and acting together in Petty Sessions:

The

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The Expression "the Company" shall mean the Company constituted by the special Act:

The Expression "the Directors" shall mean the Directors of the Company, and shall include all Persons having the Direction of the Undertaking, whether under the Name of Directors, Managers, Committee of Management, or under any other Name:

The Word "Shareholder" shall mean Shareholder, Proprietor, or Member of the Company; and in referring to any such Shareholder, Expressions properly applicable to a Person shall be held to apply to a Corporation: And

The Expression "the Secretary" shall mean the Secretary of the Company, and shall include the Word "Clerk."

IV. And be it enacted, That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The Companies Clauses Consolidation Act, 1845."

V. And whereas it may be convenient in some Cases to incorporate with Acts of Parliament hereafter to be passed some Portion only of the Provisions of this Act; be it therefore enacted, That for the Purpose of making any such Incorporation it shall be sufficient in any such Act to enact that the Clauses and Provisions of this Act, with respect to the Matter so proposed to be incorporated (describing such Matter as it is described in this Act in the Words introductory to the Enactment with respect to such Matter); shall be incorporated with such Act; and thereupon all the Clauses and Provisions of this Act with respect to the Matter so incorporated shall, save so far as they shall be expressly varied or excepted by such Act, form Part of such Act, and such Act shall be construed as if the Substance of such Clauses and Provisions were set forth therein with reference to the Matter to which such Act shall relate.

And with respect to the Distribution of the Capital of the Company into Shares, be it enacted as follows:

VI. The Capital of the Company shall be divided into Shares of the prescribed Number and Amount; and such Shares shall be numbered in arithmetical Progression, beginning with Number One; and every such Share shall be distinguished by its appropriate Number.

VII. All Shares in the Undertaking shall be Personal Estate, and transmissible as such, and shall not be of the Nature of Real Estate.

VIII. Every Person who shall have subscribed the prescribed Sum or upwards to the Capital of the Company, or shall otherwise have become entitled to a Share in the Company, and whose Name shall have been entered on the Register of Shareholders herein-after mentioned, shall be deemed a Shareholder of the Company.

IX. The Company shall keep a Book, to be called the "Register of Shareholders;" and in such Book shall be fairly and distinctly entered,



**Distribution  
of Capital.**

entered, from Time to Time, the Names of the several Corporations, and the Names and Additions of the several Persons entitled to Shares in the Company, together with the Number of Shares to which such Shareholders shall be respectively entitled, distinguishing each Share by its Number, and the Amount of the Subscriptions paid on such Shares, and the Surnames or Corporate Names of the said Shareholders shall be placed in alphabetical Order; and such Book shall be authenticated by the Common Seal of the Company being affixed thereto; and such Authentication shall take place at the First Ordinary Meeting, or at the next subsequent Meeting of the Company, and so from Time to Time at each Ordinary Meeting of the Company.

**Addresses  
of Share-  
holders.**

X. In addition to the said Register of Shareholders, the Company shall provide a Book, to be called the "Shareholders Address Book," in which the Secretary shall from Time to Time enter in alphabetical Order the Corporate Names and Places of Business of the several Shareholders of the Company, being Corporations, and the Surnames of the several other Shareholders with their respective Christian Names, Places of Abode, and Descriptions, so far as the same shall be known to the Company; and every Shareholder, or if such Shareholder be a Corporation the Clerk or Agent of such Corporation, may at all convenient Times peruse such Book gratis, and may require a Copy thereof or of any Part thereof; and for every Hundred Words so required to be copied, the Company may demand a Sum not exceeding Sixpence.

**Certificates  
of Shares to  
be issued to  
the Share-  
holders.**

XI. On Demand of the Holder of any Share the Company shall cause a Certificate of the Proprietorship of such Share to be delivered to such Shareholder; and such Certificate shall have the Common Seal of the Company affixed thereto; and such Certificate shall specify the Share in the Undertaking to which such Shareholder is entitled; and the same may be according to the Form in the Schedule (A.) to this Act annexed, or to the like Effect; and for such Certificate the Company may demand any Sum not exceeding the prescribed Amount, or if no Amount be prescribed, then a Sum not exceeding Two Shillings and Sixpence.

**Certificate  
to be Evi-  
dence.**

XII. The said Certificate shall be admitted in all Courts as prima facie Evidence of the Title of such Shareholder, his Executors, Administrators, Successors, or Assigns, to the Share therein specified; nevertheless the Want of such Certificate shall not prevent the Holder of any Share from disposing thereof.

**Certificate  
to be re-  
newed when  
destroyed.**

XIII. If any such Certificate be worn out or damaged, then, upon the same being produced at some Meeting of the Directors, such Directors may order the same to be cancelled, and thereupon another similar Certificate shall be given to the Party in whom the Property of such Certificate, and of the Share therein mentioned, shall be at the Time vested; or if such Certificate be lost or destroyed, then, upon Proof thereof to the Satisfaction of the Directors, a similar Certificate shall be given to the Party entitled to the Certificate so lost or destroyed; and in either Case a due Entry of the substituted Certificate shall be made by the Secretary in the Register of Shareholders; and for every such Certificate so given or exchanged the Company

Company may demand any Sum not exceeding the prescribed Amount, or if no Amount be prescribed, then a Sum not exceeding Two Shillings and Sixpence.

And with respect to the Transfer or Transmission of Shares, be it enacted as follows:

XIV. Subject to the Regulations herein or in the special Act contained, every Shareholder may sell and transfer all or any of his Shares in the Undertaking, or all or any Part of his Interest in the Capital Stock of the Company, in case such Shares shall, under the Provision herein-after contained, be consolidated into Capital Stock; and every such Transfer shall be by Deed duly stamped, in which the Consideration shall be truly stated; and such Deed may be according to the Form in the Schedule (B.) to this Act annexed, or to the like Effect.

XV. The said Deed of Transfer (when duly executed) shall be delivered to the Secretary, and be kept by him; and the Secretary shall enter a Memorial thereof in a Book to be called the "Register of Transfers," and shall endorse such Entry on the Deed of Transfer, and shall, on Demand, deliver a new Certificate to the Purchaser; and for every such Entry, together with such Endorsement and Certificate, the Company may demand any Sum not exceeding the prescribed Amount, or if no Amount be prescribed, then a Sum not exceeding Two Shillings and Sixpence; and on the Request of the Purchaser of any Share an Endorsement of such Transfer shall be made on the Certificate of such Share, instead of a new Certificate being granted; and such Endorsement, being signed by the Secretary, shall be considered in every respect the same as a new Certificate; and until such Transfer has been so delivered to the Secretary as aforesaid the Vendor of the Share shall continue liable to the Company for any Calls that may be made upon such Share, and the Purchaser of the Share shall not be entitled to receive any Share of the Profits of the Undertaking, or to vote in respect of such Share.

XVI. No Shareholder shall be entitled to transfer any Share, after any Call shall have been made in respect thereof, until he shall have paid such Call, nor until he shall have paid all Calls for the Time being due on every Share held by him.

XVII. It shall be lawful for the Directors to close the Register of Transfers for the prescribed Period, or if no Period be prescribed, then for a Period not exceeding Fourteen Days previous to each Ordinary Meeting, and they may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement in some Newspaper as after mentioned; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Ordinary Meeting.

Transmis-  
sion of  
Shares by  
other Means  
than Transfer  
to be authen-  
ticated by a  
Declaration.

XVIII. If the Interest in any Share have become transmitted in consequence of the Death or Bankruptcy or Insolvency of any Shareholder, or in consequence of the Marriage of a Female Shareholder, or by any other lawful Means than by a Transfer according to the Provisions of this or the special Act, such Transmission shall be authenticated by a Declaration in Writing as herein-after mentioned, or in such other Manner as the Directors shall require; and every such Declaration shall state the Manner in which and the Party to whom such Share shall have been so transmitted, and shall be made and signed by some credible Person before a Justice, or before a Master or Master Extraordinary of the High Court of Chancery; and such Declaration shall be left with the Secretary, and thereupon he shall enter the Name of the Person entitled under such Transmission in the Register of Shareholders; and for every such Entry the Company may demand any Sum not exceeding the prescribed Amount, and where no Amount shall be prescribed then not exceeding Five Shillings; and until such Transmission has been so authenticated no Person claiming by virtue of any such Transmission shall be entitled to receive any Share of the Profits of the Undertaking, nor to vote in respect of any such Share as the Holder thereof.

Proof of  
Transmission  
by Mar-  
riage, Will,  
&c.

XIX. If such Transmission be by virtue of the Marriage of a Female Shareholder, the said Declaration shall contain a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and shall declare the Identity of the Wife with the Holder of such Share; and if such Transmission have taken place by virtue of any testamentary Instrument, or by Intestacy, the Probate of the Will or the Letters of Administration, or an official Extract therefrom, shall, together with such Declaration, be produced to the Secretary; and upon such Production in either of the Cases aforesaid the Secretary shall make an Entry of the Declaration in the said Register of Transfers.

Company  
not bound  
to regard  
Trusts.

XX. The Company shall not be bound to see to the Execution of any Trust, whether express, implied, or constructive, to which any of the said Shares may be subject; and the Receipt of the Party in whose Name any such Share shall stand in the Books of the Company, or if it stands in the Names of more Parties than One, the Receipt of One of the Parties named in the Register of Shareholders, shall from Time to Time be a sufficient Discharge to the Company for any Dividend or other Sum of Money payable in respect of such Share, notwithstanding any Trusts to which such Share may then be subject, and whether or not the Company have had Notice of such Trusts; and the Company shall not be bound to see to the Application of the Money paid upon such Receipt.

Payment of  
Calls.

And with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, be it enacted as follows:

Subscrip-  
tions to be  
paid when  
called for.

XXI. The several Persons who have subscribed any Money towards the Undertaking, or their legal Representatives, respectively, shall pay the Sums respectively so subscribed, or such Portions thereof

thereof as shall from Time to Time be called for by the Company, at such Times and Places as shall be appointed by the Company; and with respect to the Provisions herein or in the special Act contained for enforcing the Payment of Calls, the Word "Shareholder" shall extend to and include the legal personal Representatives of such Shareholder.

### Payment of Calls.

XXII. It shall be lawful for the Company from Time to Time to make such Calls of Money upon the respective Shareholders, in respect of the Amount of Capital respectively subscribed or owing by them, as they shall think fit, provided that Twenty-one Days Notice at the least be given of each Call; and that no Call exceed the prescribed Amount, if any, and that successive Calls be not made at less than the prescribed Interval, if any, and that the aggregate Amount of Calls made in any One Year do not exceed the prescribed Amount, if any; and every Shareholder shall be liable to pay the Amount of the Calls so made, in respect of the Shares held by him, to the Persons and at the Times and Places from Time to Time appointed by the Company.

## Power to make Calls.

XXIII. If, before or on the Day appointed for Payment, any Shareholder do not pay the Amount of any Call to which he is liable, then such Shareholder shall be liable to pay Interest for the same at the Rate allowed by Law from the Day appointed for the Payment thereof to the Time of the actual Payment.

**Interest to  
be paid on  
Calls unpaid.**

XXIV. It shall be lawful for the Company, if they think fit, to receive from any of the Shareholders willing to advance the same all or any Part of the Monies due upon their respective Shares beyond the Sums actually called for; and upon the Principal Monies so paid in advance, or so much thereof as from Time to Time shall exceed the Amount of the Calls then made upon the Shares in respect of which such Advance shall be made, the Company may pay Interest at such Rate, not exceeding the legal Rate of Interest for the Time being, as the Shareholder paying such Sum in advance and the Company shall agree upon.

### Power to allow Interest on Payment of Subscriptions before Call.

XXV. If at the Time appointed by the Company for the Payment of any Call, any Shareholder fail to pay the Amount of such Call, it shall be lawful for the Company to sue such Shareholder for the Amount thereof in any Court of Law or Equity having competent Jurisdiction, and to recover the same, with lawful Interest from the Day on which such Call was payable.

Trust  
to regard  
not bound  
(copy)

**XXVI. In any Action or Suit to be brought by the Company against any Shareholder to recover any Money due for any Call it shall not be necessary to set forth the special Matter, but it shall be sufficient for the Company to declare that the Defendant is the Holder of One Share or more in the Company (stating the Number of Shares), and is indebted to the Company in the Sum of Money to which the Calls in arrear shall amount in respect of One Call or more upon One Share or more (stating the Number and**

### Declaration in Action for Calls.

*Payment of Calls.* Amount of each of such Calls), whereby an Action hath accrued to the Company by virtue of this and the special Act.

*Matter to be proved in Action for Calls.* XXVII. On the Trial or Hearing of such Action or Suit it shall be sufficient to prove that the Defendant at the Time of making such Call was a Holder of One Share or more in the Undertaking, and that such Call was in fact made, and such Notice thereof given as is directed by this or the special Act; and it shall not be necessary to prove the Appointment of the Directors who made such Call, nor any other Matter whatsoever; and thereupon the Company shall be entitled to recover what shall be due upon such Call, with Interest thereon, unless it shall appear either that any such Call exceeds the prescribed Amount, or that due Notice of such Call was not given, or that the prescribed Interval between Two successive Calls had not elapsed, or that Calls amounting to more than the Sum prescribed for the total Amount of Calls in One Year had been made within that Period.

*Proof of Proprietorship.* XXVIII. The Production of the Register of Shareholders shall be *prima facie* Evidence of such Defendant being a Shareholder, and of the Number and Amount of his Shares.

*Nonpayment of Calls.* And with respect to the Forfeiture of Shares for Nonpayment of Calls, be it enacted as follows:

*Forfeiture of Shares for Nonpayment of Calls.* XXIX. If any Shareholder fail to pay any Call payable by him, together with the Interest, if any, that shall have accrued thereon, the Directors, at any Time after the Expiration of Two Months from the Day appointed for Payment of such Call, may declare the Share in respect of which such Call was payable forfeited, and that whether the Company have sued for the Amount of such Call or not.

*Notice of Forfeiture to be given before Declaration thereof.* XXX. Before declaring any Share forfeited the Directors shall cause Notice of such Intention to be left at or transmitted by the Post to the usual or last Place of Abode of the Person appearing by the Register of Shareholders to be the Proprietor of such Share; and if the Holder of any such Share be abroad, or if his usual or last Place of Abode be not known to the Directors, by reason of its being imperfectly described in the Shareholders Address Book, or otherwise, or if the Interest in any such Share shall be known by the Directors to have become transmitted otherwise than by Transfer, as herein-before mentioned, but a Declaration of such Transmittal shall not have been registered as aforesaid, and so the Address of the Parties to whom the same may have been transmitted, or may for the Time being belong, shall not be known to the Directors, the Directors shall give public Notice of such Intention in the *London* or *Dublin Gazette*, according as the Company's principal Place of Business shall be situate in *England* or *Ireland*, and also in some Newspaper, as after mentioned; and the several Notices aforesaid shall be given Twenty-one Days at least before the Directors shall make such Declaration of Forfeiture.

XXXI. The

XXXI. The said Declaration of Forfeiture shall not take effect so as to authorize the Sale or other Disposition of any Share until such Declaration have been confirmed at some General Meeting of the Company to be held after the Expiration of Two Months at the least from the Day on which such Notice of Intention to make such Declaration of Forfeiture shall have been given; and it shall be lawful for the Company to confirm such Forfeiture at any such Meeting, and by an Order at such Meeting, or at any subsequent General Meeting, to direct the Share so forfeited to be sold or otherwise disposed of.

Forfeiture to be confirmed by a General Meeting.

XXXII. After such Confirmation as aforesaid it shall be lawful for the Directors to sell the forfeited Share, either by public Auction or private Contract, and if there be more than One such forfeited Share, then either separately or together, as to them shall seem fit; and any Shareholder may purchase any forfeited Share so sold.

Sale of forfeited Shares.

XXXIII. A Declaration in Writing, by some credible Person not interested in the Matter, made before any Justice, or before any Master or Master Extraordinary of the High Court of Chancery, that the Call in respect of a Share was made, and Notice thereof given, and that Default in Payment of the Call was made, and that the Forfeiture of the Share was declared and confirmed in manner herein-before required, shall be sufficient Evidence of the Facts therein stated; and such Declaration, and the Receipt of the Treasurer of the Company for the Price of such Share, shall constitute a good Title to such Share; and a Certificate of Proprietorship shall be delivered to such Purchaser, and thereupon he shall be deemed the Holder of such Share, discharged from all Calls due prior to such Purchase; and he shall not be bound to see to the Application of the Purchase Money, nor shall his Title to such Share be affected by any Irregularity in the Proceedings in reference to such Sale.

Evidence as to Forfeiture of Shares.

XXXIV. The Company shall not sell or transfer more of the Shares of any such Defaulter than will be sufficient, as nearly as can be ascertained at the Time of such Sale, to pay the Arrears then due from such Defaulter on account of any Calls, together with Interest, and the Expences attending such Sale and Declaration of Forfeiture; and if the Money produced by the Sale of any such forfeited Shares be more than sufficient to pay all Arrears of Calls and Interest thereon due at the Time of such Sale, and the Expences attending the Declaration of Forfeiture and Sale thereof, the Surplus shall, on Demand, be paid to the Defaulter.

No more Shares to be sold than sufficient for Payment of Calls.

XXXV. If Payment of such Arrears of Calls and Interest and Expences be made before any Share so forfeited and vested in the Company shall have been sold, such Share shall revert to the Party to whom the same belonged before such Forfeiture, in such Manner as if such Calls had been duly paid.

On Payment of Calls before Sale the forfeited Shares to revert.

*Remedies  
against  
Shareholders.*

And with respect to the Remedies of Creditors of the Company against the Shareholders, be it enacted as follows :

*Execution  
against  
Shareholders  
to the Ex-  
tent of their  
Shares in  
Capital not  
paid up.*

*Execution  
against  
Shareholders  
to the Ex-  
tent of their  
Shares in  
Capital not  
paid up.*

*Execution  
against  
Shareholders  
to the Ex-  
tent of their  
Shares in  
Capital not  
paid up.*

XXXVI. If any Execution, either at Law or in Equity, shall have been issued against the Property or Effects of the Company, and if there cannot be found sufficient whereon to levy such Execution, then such Execution may be issued against any of the Shareholders to the Extent of their Shares respectively in the Capital of the Company not then paid up: Provided always, that no such Execution shall issue against any Shareholder except upon an Order of the Court in which the Action, Suit, or other Proceeding shall have been brought or instituted, made upon Motion in open Court after sufficient Notice in Writing to the Persons sought to be charged; and upon such Motion such Court may order Execution to issue accordingly; and for the Purpose of ascertaining the Names of the Shareholders, and the Amount of Capital remaining to be paid upon their respective Shares, it shall be lawful for any Person entitled to any such Execution, at all reasonable Times, to inspect the Register of Shareholders without Fee.

*Reimburse-  
ment of such  
Sharehold-  
ers.*

XXXVII. If by means of any such Execution any Shareholder shall have paid any Sum of Money beyond the Amount then due from him in respect of Calls, he shall forthwith be reimbursed such additional Sum by the Directors out of the Funds of the Company.

*Power  
to borrow  
Money.*

And with respect to the borrowing of Money by the Company on Mortgage or Bond, be it enacted as follows :

*Power to bor-  
row Money.*

XXXVIII. If the Company be authorized by the special Act to borrow Money on Mortgage or Bond, it shall be lawful for them, subject to the Restrictions contained in the special Act, to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time, by an Order of a General Meeting of the Company, be authorized to be borrowed, not exceeding in the whole the Sum prescribed by the special Act, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Undertaking, and the future Calls on the Shareholders, or to give Bonds in manner herein-after mentioned.

*Power to  
re-borrow.*

XXXIX. If, after having borrowed any Part of the Money so authorized to be borrowed on Mortgage or Bond, the Company pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time; but such Power of re-borrowing shall not be exercised without the Authority of a General Meeting of the Company, unless the Money be so re-borrowed in order to pay off any existing Mortgage or Bond.

*Evidence of  
Authority for  
borrowing.*

XL. Where by the special Act the Company shall be restricted from borrowing any Money on Mortgage or Bond until a definite Portion of their Capital shall be subscribed or paid up, or where by this or the special Act the Authority of a General Meeting is required for such borrowing, the Certificate of a Justice that such definite Portion of the Capital has been subscribed or paid up, and

*The Companies Clauses Consolidation Act 1845*



ANNO OCTAVO

# VICTORIÆ REGINÆ.

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## C A P. XVI.

An Act for consolidating in One Act certain Provisions usually inserted in Acts with respect to the Constitution of Companies incorporated for carrying on Undertakings of a public Nature.  
[8th May 1845.]

**W**HEREAS it is expedient to comprise in One general Act sundry Provisions relating to the Constitution and Management of Joint Stock Companies, usually introduced into Acts of Parliament authorizing the Execution of Undertakings of a public Nature by such Companies, and that as well for the Purpose of avoiding the Necessity of repeating such Provisions in each of the several Acts relating to such Undertakings as for ensuring greater Uniformity in the Provisions themselves: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That this Act shall apply to every Joint Stock Company which shall by any Act which shall hereafter be passed be incorporated for the Purpose of carrying on any Undertaking, and this Act shall be incorporated with such Act; and all the Clauses and Provisions of this Act, save so far as they shall be expressly varied or excepted by

Act to apply to all Companies incorporated by Acts hereafter to be passed.

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*Power  
to borrow  
Money.*

such Transfer may be according to the Form in the Schedule (E.) to this Act annexed, or to the like Effect.

*Transfers of  
Mortgages  
and Bonds  
to be regis-  
tered.*

XLVII. Within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Secretary, and thereupon the Secretary shall cause an Entry or Memorial thereof to be made in the same Manner as in the Case of the original Mortgage; and after such Entry every such Transfer shall entitle the Transferee to the full Benefit of the original Mortgage or Bond in all respects; and no Party, having made such Transfer, shall have Power to make void, release, or discharge the Mortgage or Bond so transferred, or any Money thereby secured; and for such Entry the Company may demand a Sum not exceeding the prescribed Sum, or, where no Sum shall be prescribed, the Sum of Two Shillings and Sixpence; and until such Entry the Company shall not be in any Manner responsible to the Transferee in respect of such Mortgage.

*Payment of  
Interest on  
Monies bor-  
rowed.*

XLVIII. The Interest of the Money borrowed upon any such Mortgage or Bond shall be paid at the Periods appointed in such Mortgage or Bond, and if no Period be appointed, half-yearly, to the several Parties entitled thereto, and in preference to any Dividends payable to the Shareholders of the Company.

*Transfers of  
Interest to be  
stamped.*

XLIX. The Interest on any such Mortgage or Bond shall not be transferable, except by Deed duly stamped.

*Repayment  
of Money  
borrowed at  
a Time fixed.*

L. The Company may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof, and in such Case the Company shall cause such Period to be inserted in the Mortgage Deed or Bond; and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall, on Demand, be paid to the Party entitled to such Mortgage or Bond; and if no other Place of Payment be inserted in such Mortgage Deed or Bond, such Principal and Interest shall be payable at the principal Office or Place of Business of the Company.

*Repayment  
of Money  
borrowed  
where no  
Time fixed.*

L.I. If no Time be fixed in the Mortgage Deed or Bond for the Repayment of the Money so borrowed, the Party entitled to the Mortgage or Bond may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage or Bond, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose; and in the like Case the Company may at any Time pay off the Money borrowed, on giving the like Notice; and every such Notice shall be in Writing or Print, or both, and if given by a Mortgagee or Bond Creditor shall be delivered to the Secretary or left at the principal Office of the Company, and if given by the Company shall be given either personally to such Mortgagee or Bond Creditor or left at his Residence, or if such Mortgagee or Bond Creditor be unknown to the Directors, or cannot be found after diligent Inquiry, such Notice shall be given by Advertisement in the

*London*

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*London or Dublin Gazette, according as the principal Office of the Company shall be in England or Ireland, and in some Newspaper as after mentioned.*

*Power to borrow Money.*

LII. If the Company shall have given Notice of their Intention to pay off any such Mortgage or Bond at a Time when the same may lawfully be paid off by them, then at the Expiration of such Notice all further Interest shall cease to be payable on such Mortgage or Bond, unless, on Demand of Payment made pursuant to such Notice, or at any Time thereafter, the Company shall fail to pay the Principal and Interest due at the Expiration of such Notice on such Mortgage or Bond.

*Interest to cease on Expiration of Notice to pay off Mortgage or Bond.*

LIII. Where by the special Act the Mortgagees of the Company shall be empowered to enforce the Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due on such Mortgages, by the Appointment of a Receiver, then, if within Thirty Days after the Interest accruing upon any such Mortgage has become payable, and, after Demand thereof in Writing, the same be not paid, the Mortgagee may, without Prejudice to his Right to sue for the Interest so in arrear in any of the Superior Courts of Law or Equity, require the Appointment of a Receiver, by an Application to be made as herein-after provided; and if within Six Months after the Principal Money owing upon any such Mortgage has become payable, and after Demand thereof in Writing, the same be not paid, the Mortgagee, without Prejudice to his Right to sue for such Principal Money, together with all Arrears of Interest, in any of the Superior Courts of Law or Equity, may, if his Debt amount to the prescribed Sum alone, or if his Debt does not amount to the prescribed Sum, he may, in conjunction with other Mortgagees whose Debts, being so in arrear, after Demand as aforesaid, shall, together with his, amount to the prescribed Sum, require the Appointment of a Receiver, by an Application to be made as herein-after provided.

*Arrears of Interest, when to be enforced by Appointment of a Receiver.*

*Arrears of Principal and Interest.*

LIV. Every Application for a Receiver in the Cases aforesaid shall be made to Two Justices, and on any such Application it shall be lawful for such Justices, by Order in Writing, after hearing the Parties, to appoint some Person to receive the whole or a competent Part of the Tolls or Sums liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Tolls or Sums aforesaid, be fully paid; and upon such Appointment being made all such Tolls and Sums of Money as aforesaid shall be paid to and received by the Person so to be appointed; and the Money so to be received shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed; and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

*Appointment of Receiver.*

Access to  
Account  
Books by  
Mortgagees.

LV. At all seasonable Times the Books of Account of the Company shall be open to the Inspection of the respective Mortgagees and Bond Creditors thereof, with Liberty to take Extracts therefrom, without Fee or Reward.

Loans.

Power to

convert Loan  
into Capital.

And with respect to the Conversion of the borrowed Money into Capital, be it enacted as follows :

LVI. It shall be lawful for the Company, if they think fit, unless it be otherwise provided by the special Act, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company, instead of borrowing the same, or, having borrowed the same, to continue at Interest only a Part of such additional Sum, and to raise Part thereof by creating new Shares ; but no such Augmentation of Capital as aforesaid shall take place without the previous Authority of a General Meeting of the Company.

Proprietors  
of Stock may  
New Shares  
to be consid-  
ered same  
as original  
Shares.

LVII. The Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares on Nonpayment of Calls, or otherwise, as if it had been Part of the original Capital, except as to the Times of making Calls for such additional Capital, and the Amount of such Calls, which respectively it shall be lawful for the Company from Time to Time to fix as they shall think fit.

If old Shares  
at Premium  
new Shares  
to be offered  
to the Share-  
holders.

LVIII. If at the Time of any such Augmentation of Capital taking place by the Creation of new Shares the then existing Shares be at a Premium, or of greater actual Value than the nominal Value thereof, then, unless it be otherwise provided by the special Act, the Sum so to be raised shall be divided into Shares of such Amount as will conveniently allow the same to be apportioned among the then Shareholders in proportion to the existing Shares held by them respectively ; and such new Shares shall be offered to the then Shareholders in the Proportion aforesaid ; and such Offer shall be made by Letter under the Hand of the Secretary given to or sent by Post, addressed to each Shareholder according to his Address in the Shareholders Address Book, or left at his usual or last Place of Abode.

Shares to  
vest in the  
Parties ac-  
cepting ;  
otherwise to  
be disposed  
of by the  
Directors.

LIX. The said new Shares shall vest in, and belong to the Shareholders who shall accept the same, and pay the Value thereof to the Company at the Time and by the Instalments which shall be fixed by the Company ; and if any Shareholder fail for One Month after such Offer of new Shares to accept the same, and pay the Instalments called for in respect thereof, it shall be lawful for the Company to dispose of such Shares in such Manner as they shall deem most for the Advantage of the Company.

If not at a  
Premium, to  
be issued as

LX. If at the Time of such Augmentation of Capital taking place the existing Shares be not at a Premium, then such new Shares may be

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be of such Amount, and may be issued in such Manner and on such Terms, as the Company shall think fit.

Company think fit.

And with respect to the Consolidation of the Shares into Stock, be it enacted as follows:

Consolidation of Shares.

LXI. It shall be lawful for the Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present in Person or by Proxy at any General Meeting of the Company, when due Notice for that Purpose shall have been given, to convert or consolidate all or any Part of the Shares then existing in the Capital of the Company, and in respect whereof the whole Money subscribed shall have been paid up, into a General Capital Stock, to be divided amongst the Shareholders according to their respective Interests therein.

Power to consolidate Shares into Stock.

LXII. After such Conversion or Consolidation shall have taken place all the Provisions contained in this or the special Act which require or imply that the Capital of the Company shall be divided into Shares of any fixed Amount, and distinguished by Numbers, shall, as to so much of the Capital as shall have been so converted or consolidated into Stock, cease and be of no Effect, and the several Holders of such Stock may nevertheless transfer their respective Interests therein, or any Parts of such Interests, in the same Manner and subject to the same Regulations and Provisions as or according to which any Shares in the Capital of the Company might be transferred under the Provisions of this or the special Act; and the Company shall cause an Entry to be made in some Book, to be kept for that Purpose, of every such Transfer; and for every such Entry they may demand any Sum not exceeding the prescribed Amount, or if no Amount be prescribed a Sum not exceeding Two Shillings and Sixpence.

Proprietors of Stock may transfer the same and of some Part thereof.

LXIII. The Company shall from Time to Time cause the Names of the several Parties who may be interested in any such Stock as aforesaid, with the Amount of the Interest therein possessed by them respectively, to be entered in a Book to be kept for the Purpose, and to be called "The Register of Holders of Consolidated Stock," and such Book shall be accessible at all reasonable Times to the several Holders of Shares or Stock in the Undertaking.

Register of Stock.

LXIV. The several Holders of such Stock shall be entitled to participate in the Dividends and Profits of the Company, according to the Amount of their respective Interests in such Stock, and such Interests shall, in proportion to the Amount thereof, confer on the Holders thereof respectively the same Privileges and Advantages, for the Purpose of voting at Meetings of the Company, Qualification for the Office of Directors, and for other Purposes, as would have been conferred by Shares of equal Amount in the Capital of the Company, but so that none of such Privileges or Advantages, except the Participation in the Dividends and Profits of the Company, shall be conferred by any aliquot Part of such Amount of Consolidated Stock as would

Shares to vest in the Proprietors of Stock, as if they were Dividends.

not,

not, if existing in Shares, have conferred such Privileges or Advantages respectively.

*Application  
of Capital.*

LXV. And be it enacted, That all the Money raised by the Company, whether by Subscriptions of the Shareholders, or by Loan or otherwise, shall be applied, firstly, in paying the Costs and Expences incurred in obtaining the special Act, and all Expences incident thereto, and, secondly, in carrying the Purposes of the Company into execution.

*General  
Meetings.*

And with respect to the General Meetings of the Company, and the Exercise of the Right of Voting by the Shareholders, be it enacted as follows :

*Ordinary  
Meetings to  
be held half-  
yearly.*

LXVI. The First General Meeting of the Shareholders of the Company shall be held within the prescribed Time, or if no Time be prescribed, within One Month after the passing of the special Act; and the future General Meetings shall be held at the prescribed Periods, and if no Periods be prescribed, in the Months of *February* and *August* in each Year, or at such other stated Periods as shall be appointed for that Purpose by an Order of a General Meeting; and the Meetings so appointed to be held as aforesaid shall be called "Ordinary Meetings;" and all Meetings, whether ordinary or extraordinary, shall be held in the prescribed Place, if any, and if no Place be prescribed, then at some Place to be appointed by the Directors.

*Business at  
Ordinary  
Meetings.*

LXVII. No Matters, except such as are appointed by this or the special Act to be done at an Ordinary Meeting, shall be transacted at any such Meeting, unless special Notice of such Matters have been given in the Advertisement convening such Meeting.

*Extraordi-  
nary Meet-  
ings.*

LXVIII. Every General Meeting of the Shareholders, other than an Ordinary Meeting, shall be called an "Extraordinary Meeting;" and such Meetings may be convened by the Directors at such Times as they think fit.

*Business at  
Extraordi-  
nary Meet-  
ings.*

LXIX. No Extraordinary Meeting shall enter upon any Business not set forth in the Notice upon which it shall have been convened.

*Extraordi-  
nary Meet-  
ings may be  
required by  
Sharehold-  
ers.*

LXX. It shall be lawful for the prescribed Number of Shareholders, holding in the aggregate Shares to the prescribed Amount, or, where the Number of Shareholders or Amount of Shares shall not be prescribed, it shall be lawful for Twenty or more Shareholders holding in the aggregate not less than One Tenth of the Capital of the Company, by Writing under their Hands, at any Time to require the Directors to call an Extraordinary Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requisition the Directors shall convene a Meeting of

of the Shareholders; and if for Twenty-one Days after such Notice the Directors fail to call such Meeting, the prescribed Number, or such other Number as aforesaid, of Shareholders, qualified as aforesaid, may call such Meeting, by giving Fourteen Days public Notice thereof.

General Meetings.

LXXI. Fourteen Days public Notice at the least of all Meetings, whether ordinary or extraordinary, shall be given by Advertisement, which shall specify the Place, the Day, and the Hour of Meeting; and every Notice of an Extraordinary Meeting, or of an Ordinary Meeting, if any other Business than the Business hereby or by the special Act appointed for Ordinary Meetings is to be done thereat, shall specify the Purpose for which the Meeting is called.

Notice of Meetings.

LXXII. In order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by Proxy, the prescribed Quorum; and if no Quorum be prescribed then Shareholders holding in the aggregate not less than One Twentieth of the Capital of the Company, and being in Number not less than One for every Five Hundred Pounds of such required Proportion of Capital, unless such Number would be more than Twenty, in which Case Twenty Shareholders holding not less than One Twentieth of the Capital of the Company, shall be the Quorum; and if within One Hour from the Time appointed for such Meeting the said Quorum be not present no Business shall be transacted at the Meeting, other than the declaring of a Dividend, in case that shall be one of the Objects of the Meeting, but such Meeting shall, except in the Case of a Meeting for the Election of Directors, hereinafter mentioned, be held to be adjourned *sine Die*.

Quorum for a General Meeting.

LXXIII. At every Meeting of the Company one or other of the following Persons shall preside as Chairman; that is to say, the Chairman of the Directors, or in his Absence the Deputy Chairman (if any), or in the Absence of the Chairman and Deputy Chairman some one of the Directors of the Company to be chosen for that Purpose by the Meeting, or in the Absence of the Chairman and Deputy Chairman and of all the Directors, any Shareholder to be chosen for that Purpose by a Majority of the Shareholders present at such Meeting.

Chairman at General Meetings.

LXXIV. The Shareholders present at any such Meeting shall proceed in the Execution of the Powers of the Company with respect to the Matters for which such Meeting shall have been convened, and those only; and every such Meeting may be adjourned from Time to Time, and from Place to Place; and no Business shall be transacted at any adjourned Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Business at Meetings and Adjournments.

LXXV. At all General Meetings of the Company every Shareholder shall be entitled to vote according to the prescribed Scale of Voting, and where no Scale shall be prescribed every Shareholder shall have One Vote for every Share up to Ten, and he shall have an additional Vote for every Five Shares beyond the first Ten Shares

Votes of Shareholders.

General Meetings.

held by him up to One hundred, and an additional Vote for every Ten Shares held by him beyond the first Hundred Shares; provided always, that no Shareholder shall be entitled to vote at any Meeting unless he shall have paid all the Calls then due upon the Shares held by him.

Manner of voting.

LXXVI. The Votes may be given either personally or by Proxies, being Shareholders, authorized by Writing according to the Form in the Schedule (F.) to this Act annexed, or in a Form to the like Effect, under the Hand of the Shareholder nominating such Proxy, or if such Shareholder be a Corporation, then under their Common Seal; and every Proposition at any such Meeting shall be determined by the Majority of Votes of the Parties present, including Proxies, the Chairman of the Meeting being entitled to vote, not only as a Principal and Proxy, but to have a casting Vote if there be an Equality of Votes.

Regulations as to Proxies.

LXXVII. No Person shall be entitled to vote as a Proxy unless the Instrument appointing such Proxy have been transmitted to the Secretary of the Company the prescribed Period, or, if no Period be prescribed, not less than Forty-eight Hours before the Time appointed for holding the Meeting at which such Proxy is to be used.

Votes of joint Shareholders.

LXXVIII. If several Persons be jointly entitled to a Share, the Person whose Name stands first in the Register of Shareholders as one of the Holders of such Share shall, for the Purpose of voting at any Meeting, be deemed the sole Proprietor thereof; and on all Occasions the Vote of such first-named Shareholder, either in Person or by Proxy, shall be allowed as the Vote in respect of such Share, without Proof of the Concurrence of the other Holders thereof.

Votes of Lunatics and Minors, &c.

LXXIX. If any Shareholder be a Lunatic or Idiot, such Lunatic or Idiot may vote by his Committee; and if any Shareholder be a Minor he may vote by his Guardian or any one of his Guardians; and every such Vote may be given either in Person or by Proxy.

Proof of a particular Majority of Votes only required in the Event of a Poll being demanded.

LXXX. Whenever in this or the special Act the Consent of any particular Majority of Votes at any Meeting of the Company is required in order to authorize any Proceeding of the Company, such particular Majority shall only be required to be proved in the event of a Poll being demanded at such Meeting; and if such Poll be not demanded, then a Declaration by the Chairman that the Resolution authorizing such Proceeding has been carried, and an Entry to that Effect in the Book of Proceedings of the Company, shall be sufficient Authority for such Proceeding, without Proof of the Number or Proportion of Votes recorded in favour of or against the same.

Appointment and Rotation of Directors.

And with respect to the Appointment and Rotation of Directors, be it enacted as follows:

Number of Directors.

LXXXI. The Number of Directors shall be the prescribed Number.

LXXXII. Where

**LXXXII.** Where the Company shall be authorized by the special Act to increase or to reduce the Number of the Directors it shall be lawful for the Company, from Time to Time, in General Meeting, after due Notice for that Purpose, to increase or reduce the Number of the Directors within the prescribed Limits, if any, and to determine the Order of Rotation in which such reduced or increased Number shall go out of Office, and what Number shall be a Quorum at their Meetings.

Power to vary the Number of Directors.

**LXXXIII.** The Directors appointed by the special Act shall, unless thereby otherwise provided, continue in Office until the first Ordinary Meeting to be held in the Year next after that in which the special Act shall have passed; and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by the special Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by the special Act being eligible as Members of such new Body; and at the first Ordinary Meeting to be held every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions herein-after contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, as herein-after mentioned.

Election of Directors.

**LXXXIV.** If at any Meeting at which an Election of Directors ought to take place the prescribed Quorum shall not be present within One Hour from the Time appointed for the Meeting no Election of Directors shall be made, but such Meeting shall stand adjourned to the following Day at the same Time and Place; and if at the Meeting so adjourned the prescribed Quorum be not present within One Hour from the Time appointed for the Meeting the existing Directors shall continue to act and retain their Powers until new Directors be appointed at the first Ordinary Meeting of the following Year.

Existing Directors continued on failure of Meeting for Election of Directors.

**LXXXV.** No Person shall be capable of being a Director unless he be a Shareholder, nor unless he be possessed of the prescribed Number, if any, of Shares; and no Person holding an Office or Place of Trust or Profit under the Company, or interested in any Contract with the Company, shall be capable of being a Director; and no Director shall be capable of accepting any other Office or Place of Trust or Profit under the Company, or of being interested in any Contract with the Company, during the Time he shall be a Director.

Qualification of Directors.

**LXXXVI.** If any of the Directors at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the Company, or be either directly or indirectly concerned in any Contract with the Company, or participate in any Manner in the Profits of any Work to be done for the Company,

Cases in which Office of Director shall become vacant.



*Appointment  
and Rotation  
of Directors:*

pany, or if such Director at any Time cease to be a Holder of the prescribed Number of Shares in the Company, then in any of the Cases aforesaid the Office of such Director shall become vacant, and thenceforth he shall cease from voting or acting as a Director.

*Shareholder  
of an incor-  
porated Joint  
Stock Com-  
pany not dis-  
qualified by  
reason of  
Contracts.*

LXXXVII. Provided always, that no Person, being a Shareholder or Member of any incorporated Joint Stock Company, shall be disqualified or prevented from acting as a Director by reason of any Contract entered into between such Joint Stock Company and the Company incorporated by the special Act; but no such Director, being a Shareholder or Member of such Joint Stock Company, shall vote on any Question as to any Contract with such Joint Stock Company.

*Rotation of  
Directors.*

LXXXVIII. The Directors appointed by the special Act, and continued in Office as aforesaid, or the Directors elected to supply the Places of those retiring as aforesaid, shall, subject to the Provision herein-before contained for increasing or reducing the Number of Directors, retire from Office at the Times and in the Proportions following, the Individuals to retire being in each Instance determined by Ballot among the Directors, unless they shall otherwise agree; (that is to say,)

At the End of the First Year after the First Election of Directors the prescribed Number, and if no Number be prescribed One Third of such Directors, to be determined by Ballot among themselves, unless they shall otherwise agree, shall go out of Office:

At the End of the Second Year the prescribed Number, and if no Number be prescribed One Half of the remaining Number of such Directors, to be determined in like Manner, shall go out of Office:

At the End of the Third Year the prescribed Number, and if no Number be prescribed the Remainder of such Directors, shall go out of Office:

And in each Instance the Places of the retiring Directors shall be supplied by an equal Number of qualified Shareholders; and at the First Ordinary Meeting in every subsequent Year the prescribed Number, and if no Number be prescribed One Third of the Directors, being those who have been longest in Office, shall go out of Office, and their Places shall be supplied in like Manner; nevertheless every Director so retiring from Office may be re-elected immediately or at any future Time, and after such Re-election shall, with reference to the going out by Rotation, be considered as a new Director: Provided always, that if the prescribed Number of Directors be some Number not divisible by Three, and the Number of Directors to retire be not prescribed, the Directors shall in each Case determine what Number of Directors, as nearly One Third as may be, shall go out of Office, so that the whole Number shall go out of Office in Three Years.

*Supply of  
occasional  
Vacancies in*

LXXXIX. If any Director die, or resign, or become disqualified or incompetent to act as a Director, or cease to be a Director by any other Cause than that of going out of Office by Rotation as aforesaid, the

the remaining Directors, if they think proper so to do, may elect in his Place some other Shareholder, duly qualified, to be a Director; and the Shareholder so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place he shall have been elected would have been entitled to continue if he had remained in Office.

Office of  
Directors.

And with respect to the Powers of the Directors, and the Powers of the Company to be exercised only in General Meeting, be it enacted as follows :

Powers  
of Directors.

XC. The Directors shall have the Management and Superintendence of the Affairs of the Company, and they may lawfully exercise all the Powers of the Company, except as to such Matters as are directed by this or the special Act to be transacted by a General Meeting of the Company, but all the Powers so to be exercised shall be exercised in accordance with and subject to the Provisions of this and the special Act; and the Exercise of all such Powers shall be subject also to the Control and Regulation of any General Meeting specially convened for the Purpose, but not so as to render invalid any Act done by the Directors prior to any Resolution passed by such General Meeting.

Powers of  
the Company  
to be exer-  
cised by the  
Directors.

XCI. Except as otherwise provided by the special Act, the following Powers of the Company, (that is to say,) the Choice and Removal of the Directors, except as herein-before mentioned, and the increasing or reducing of their Number where authorized by the special Act, the Choice of Auditors, the Determination as to the Remuneration of the Directors, Auditors, Treasurer, and Secretary, the Determination as to the Amount of Money to be borrowed on Mortgage, the Determination as to the Augmentation of Capital, and the Declaration of Dividends, shall be exercised only at a General Meeting of the Company.

Powers of  
the Company  
not to be  
exercised by  
the Direc-  
tors.

And with respect to the Proceedings and Liabilities of the Directors, be it enacted as follows :

Proceedings  
of Directors.

XCII. The Directors shall hold Meetings at such Times as they shall appoint for the Purpose, and they may meet and adjourn as they think proper, from Time to Time, and from Place to Place; and at any Time any Two of the Directors may require the Secretary to call a Meeting of the Directors, and in order to constitute a Meeting of Directors there shall be present at the least the prescribed Quorum, and when no Quorum shall be prescribed there shall be present at least One Third of the Directors; and all Questions at any such Meeting shall be determined by the Majority of Votes of the Directors present, and in case of an equal Division of Votes the Chairman shall have a casting Vote in addition to his Vote as one of the Directors.

Meetings of  
Directors.

XCIII. At the First Meeting of Directors held after the passing of the special Act, and at the First Meeting of the Directors held after each annual Appointment of Directors, the Directors present at such

Permanent  
Chairman of  
Directors.

*Proceedings  
of Directors.*

Meeting shall choose one of the Directors to act as Chairman of the Directors for the Year following such Choice, and shall also, if they think fit, choose another Director to act as Deputy Chairman for the same Period; and if the Chairman or Deputy Chairman die or resign, or cease to be a Director, or otherwise become disqualified to act, the Directors present at the Meeting next after the Occurrence of such Vacancy shall choose some other of the Directors to fill such Vacancy; and every such Chairman or Deputy Chairman so elected as last aforesaid shall continue in Office so long only as the Person in whose Place he may be so elected would have been entitled to continue if such Death, Resignation, Removal, or Disqualification had not happened.

*Occasional  
Chairman of  
Directors.*

XCIV. If at any Meeting of the Directors neither the Chairman nor Deputy Chairman be present the Directors present shall choose some one of their Number to be Chairman of such Meeting.

*Committees  
of Directors.*

*Powers of  
Committees.*

XCV. It shall be lawful for the Directors to appoint One or more Committees, consisting of such Number of Directors as they think fit, within the prescribed Limits, if any, and they may grant to such Committees respectively Power on behalf of the Company to do any Acts relating to the Affairs of the Company which the Directors could lawfully do, and which they shall from Time to Time think proper to intrust to them.

*Meetings of  
Committees.*

XCVI. The said Committees may meet from Time to Time, and may adjourn from Place to Place, as they think proper, for carrying into effect the Purposes of their Appointment; and no such Committee shall exercise the Powers intrusted to them except at a Meeting at which there shall be present the prescribed Quorum, or if no Quorum be prescribed then a Quorum to be fixed for that Purpose by the general Body of Directors; and at all Meetings of the Committees One of the Members present shall be appointed Chairman; and all Questions at any Meeting of the Committee shall be determined by a Majority of Votes of the Members present, and in case of an equal Division of Votes the Chairman shall have a casting Vote in addition to his Vote as a Member of the Committee.

*Contracts by  
Committee  
or Directors,  
how to be  
entered into.*

XCVII. The Power which may be granted to any such Committee to make Contracts, as well as the Power of the Directors to make Contracts on behalf of the Company, may lawfully be exercised as follows; (that is to say,)

With respect to any Contract which, if made between private Persons, would be by Law required to be in Writing, and under Seal, such Committee or the Directors may make such Contract on behalf of the Company in Writing, and under the Common Seal of the Company, and in the same Manner may vary or discharge the same:

With respect to any Contract which, if made between private Persons, would be by Law required to be in Writing, and signed by the Parties to be charged therewith, then such Committee or the Directors may make such Contract on behalf of the Company

in Writing, signed by such Committee or any Two of them, or any Two of the Directors, and in the same Manner may vary or discharge the same: *Proceedings of Directors.*

With respect to any Contract which, if made between private Persons, would by Law be valid although made by Parol only, and not reduced into Writing, such Committee or the Directors may make such Contract on behalf of the Company by Parol only, without Writing, and in the same Manner may vary or discharge the same:

And all Contracts made according to the Provisions herein contained shall be effectual in Law, and shall be binding upon the Company and their Successors, and all other Parties thereto, their Heirs, Executors, or Administrators, as the Case may be; and on any Default in the Execution of any such Contract, either by the Company or any other Party thereto, such Actions or Suits may be brought, either by or against the Company, as might be brought had the same Contracts been made between private Persons only.

XCVIII. The Directors shall cause Notes, Minutes, or Copies, as the Case may require, of all Appointments made or Contracts entered into by the Directors, and of the Orders and Proceedings of all Meetings of the Company, and of the Directors and Committees of Directors, to be duly entered in Books, to be from Time to Time provided for the Purpose, which shall be kept under the Superintendence of the Directors; and every such Entry shall be signed by the Chairman of such Meeting; and such Entry, so signed, shall be received as Evidence in all Courts, and before all Judges, Justices, and others, without Proof of such respective Meetings having been duly convened or held, or of the Persons making or entering such Orders or Proceedings being Shareholders or Directors or Members of Committee respectively, or of the Signature of the Chairman, or of the Fact of his having been Chairman, all of which last-mentioned Matters shall be presumed, until the contrary be proved. *Proceedings to be entered in a Book, and to be Evidence.*

XCIX. All Acts done by any Meeting of the Directors, or of a Committee of Directors, or by any Person acting as a Director, shall, notwithstanding it may be afterwards discovered that there was some Defect in the Appointment of any such Directors or Persons acting as aforesaid, or that they or any of them were or was disqualified, be as valid as if every such Person had been duly appointed and was qualified to be a Director. *Informalities in Appointment of Directors not to invalidate Proceedings.*

C. No Director, by being Party to or executing in his Capacity of Director any Contract or other Instrument on behalf of the Company, or otherwise lawfully executing any of the Powers given to the Directors, shall be subject to be sued or prosecuted, either individually or collectively, by any Person whomsoever; and the Bodies or Goods or Lands of the Directors shall not be liable to Execution of any legal Process by reason of any Contract or other Instrument so entered into, signed, or executed by them, or by reason of any other lawful Act done by them in the Execution of any of their Powers as Directors; and the Directors, their Heirs, Executors, and Administrators, shall be indemnified out of the Capital of the Company for all Payments *Directors not to be personally liable.* *Indemnity of Directors.*

**Proceedings  
of Directors.**

Payments made or Liability incurred in respect of any Acts done by them, and for all Losses, Costs, and Damages which they may incur in the Execution of the Powers granted to them; and the Directors for the Time being of the Company may apply the existing Funds and Capital of the Company for the Purposes of such Indemnity, and may, if necessary for that Purpose, make Calls of the Capital remaining unpaid, if any.

**Auditors.**

And with respect to the Appointment and Duties of Auditors, be it enacted as follows:

**Election of  
Auditors.**

CI. Except where by the special Act Auditors shall be directed to be appointed otherwise than by the Company, the Company shall, at the First Ordinary Meeting after the passing of the special Act, elect the prescribed Number of Auditors, and if no Number is prescribed Two Auditors, in like Manner as is provided for the Election of Directors; and at the First Ordinary Meeting of the Company in each Year thereafter the Company shall in like Manner elect an Auditor to supply the Place of the Auditor then retiring from Office, according to the Provision herein-after contained; and every Auditor elected as herein-before provided, being neither removed nor disqualified, nor having resigned, shall continue to be an Auditor until another be elected in his Stead.

**Qualification  
of Auditors.**

CII. Where no other Qualification shall be prescribed by the special Act, every Auditor shall have at least One Share in the Undertaking; and he shall not hold any Office in the Company, nor be in any other Manner interested in its Concerns, except as a Shareholder.

**Rotation of  
Auditors.**

CIII. One of such Auditors (to be determined in the first instance by Ballot between themselves, unless they shall otherwise agree, and afterwards by Seniority,) shall go out of Office at the First Ordinary Meeting in each Year; but the Auditor so going out shall be immediately re-eligible, and after any such Re-election shall, with respect to the going out of Office by Rotation, be deemed a new Auditor.

**Vacancies in  
Office of Au-  
ditor.**

CIV. If any Vacancy take place among the Auditors in the course of the current Year, then at any General Meeting of the Company the Vacancy may, if the Company think fit, be supplied by Election of the Shareholders.

**Failure of  
Meeting to  
elect Au-  
ditor.**

CV. The Provision of this Act respecting the Failure of an Ordinary Meeting at which Directors ought to be chosen shall apply, *mutatis mutandis*, to any Ordinary Meeting at which an Auditor ought to be appointed.

**Delivery of  
Balance  
Sheet, &c. by  
Directors to  
Auditors.**

CVI. The Directors shall deliver to such Auditors the half-yearly or other periodical Accounts and Balance Sheet, Fourteen Days at the least before the ensuing Ordinary Meeting at which the same are required to be produced to the Shareholders as herein-after provided.

CVII. It

CVII. It shall be the Duty of such Auditors to receive from the Directors the half-yearly or other periodical Accounts and Balance Sheet required to be presented to the Shareholders, and to examine the same. Duty of Auditors.

CVIII. It shall be lawful for the Auditors to employ such Accountants and other Persons as they may think proper, at the Expence of the Company, and they shall either make a special Report on the said Accounts, or simply confirm the same; and such Report or Confirmation shall be read, together with the Report of the Directors, at the Ordinary Meeting. Powers of Auditors.

And with respect to the Accountability of the Officers of the Company, be it enacted as follows: Accountability of Officers.

CIX. Before any Person intrusted with the Custody or Control of Monies, whether Treasurer, Collector, or other Officer of the Company, shall enter upon his Office, the Directors shall take sufficient Security from him for the faithful Execution of his Office. Security to be taken from Officers intrusted with Money.

CX. Every Officer employed by the Company shall from Time to Time, when required by the Directors, make out and deliver to them, or to any Person appointed by them for that Purpose, a true and perfect Account in Writing under his Hand of all Monies received by him on behalf of the Company; and such Account shall state how, and to whom, and for what Purpose such Monies shall have been disposed of; and, together with such Account, such Officer shall deliver the Vouchers and Receipts for such Payments; and every such Officer shall pay to the Directors, or to any Person appointed by them to receive the same, all Monies which shall appear to be owing from him upon the Balance of such Accounts. Officers to account, on demand.

CXI. If any such Officer fail to render such Account, or to produce and deliver up all the Vouchers and Receipts relating to the same in his Possession or Power, or to pay the Balance thereof when thereunto required, or if for Three Days after being thereunto required he fail to deliver up to the Directors, or to any Person appointed by them to receive the same, all Papers and Writings, Property, Effects, Matters, and Things, in his Possession or Power, relating to the Execution of this or the special Act, or any Act incorporated therewith, or belonging to the Company, then, on Complaint thereof being made to a Justice, such Justice shall summon such Officer to appear before Two or more Justices at a Time and Place to be set forth in such Summons, to answer such Charge; and upon the Appearance of such Officer, or in his Absence upon Proof that such Summons was personally served upon him, or left at his last known Place of Abode, such Justices may hear and determine the Matter in a summary Way, and may adjust and declare the Balance owing by such Officer; and if it appear, either upon Confession of such Officer or upon Evidence, or upon Inspection of the Account, that any Monies of the Company are in the Hands of such Officer, or owing by him to the Company, such Justices may order such Officer to pay the same; and if he fail to pay the Amount it shall be lawful for Summary Remedy against Parties failing to account.

3 F such

*Account-  
ability of  
Officers.*

such Justices to grant a Warrant to levy the same by Distress, or, in default thereof, to commit the Offender to Gaol, there to remain without Bail for a Period not exceeding Three Months, unless the same be sooner paid.

*Officers re-  
fusing to de-  
liver up Do-  
cuments, &c.  
to be impris-  
oned.*

*Where Offi-  
cer about  
to abscond a  
Warrant may  
be issued in  
the first in-  
stance.*

*Where Offi-  
cer about  
to abscond a  
Warrant may  
be issued in  
the first in-  
stance.*

OXII. If any such Officer refuse to make out such Account in Writing, or to produce and deliver to the Justices the several Vouchers and Receipts relating thereto, or to deliver up any Books, Papers, or Writings, Property, Effects, Matters, or Things, in his Possession or Power, belonging to the Company, such Justices may lawfully commit such Offender to Gaol, there to remain until he shall have delivered up all the Vouchers and Receipts, if any, in his Possession or Power, relating to such Accounts, and have delivered up all Books, Papers, Writings, Property, Effects, Matters, and Things, if any, in his Possession or Power, belonging to the Company.

OXIII. Provided always, that if any Director or other Person acting on behalf of the Company shall make Oath that he has good Reason to believe, upon Grounds to be stated in his Deposition, and does believe, that it is the Intention of any such Officer as aforesaid to abscond, it shall be lawful for the Justice before whom the Complaint is made, instead of issuing his Summons, to issue his Warrant for the bringing such Officer before such Two Justices as aforesaid; but no Person executing such Warrant shall keep such Officer in Custody longer than Twenty-four Hours, without bringing him before some Justice; and it shall be lawful for the Justice before whom such Officer may be brought either to discharge such Officer, if he think there is no sufficient Ground for his Detention, or to order such Officer to be detained in Custody, so as to be brought before Two Justices, at a Time and Place to be named in such Order, unless such Officer give Bail to the Satisfaction of such Justice for his Appearance before such Justices to answer the Complaint of the Company.

*Sureties not  
to be dis-  
charged.*

*Accounts to  
be kept.*

*Books to be  
balanced.*

CXIV. No such Proceeding against or Dealing with any such Officer as aforesaid shall deprive the Company of any Remedy which they might otherwise have against such Officer, or any Surety of such Officer.

And with respect to the keeping of Accounts, and the Right of Inspection thereof by the Shareholders, be it enacted as follows:

CXV. The Directors shall cause full and true Accounts to be kept of all Sums of Money received or expended on account of the Company by the Directors and all Persons employed by or under them, and of the Matters and Things for which such Sums of Money shall have been received or disbursed and paid.

CXVI. The Books of the Company shall be balanced at the prescribed Periods, and, if no Periods be prescribed, Fourteen Days at least before each Ordinary Meeting; and forthwith on the Books being so balanced an exact Balance Sheet shall be made up, which shall exhibit a true Statement of the Capital Stock, Credits, and

Property

Property of every Description belonging to the Company, and the Debts due by the Company at the Date of making such Balance Sheet, and a distinct View of the Profit or Loss which shall have arisen on the Transactions of the Company in the course of the preceding Half Year; and previously to each Ordinary Meeting such Balance Sheet shall be examined by the Directors, or any Three of their Number, and shall be signed by the Chairman or Deputy Chairman of the Directors.

*Accounts.*

CXVII. The Books so balanced, together with such Balance Sheet as aforesaid, shall for the prescribed Periods, and if no Periods be prescribed for Fourteen Days previous to each Ordinary Meeting, and for One Month thereafter, be open for the Inspection of the Shareholders at the principal Office or Place of Business of the Company; but the Shareholders shall not be entitled at any Time, except during the Periods aforesaid, to demand the Inspection of such Books, unless in virtue of a written Order signed by Three of the Directors.

*Inspection of Accounts by Shareholders at stated Times.*

CXVIII. The Directors shall produce to the Shareholders assembled at such Ordinary Meeting the said Balance Sheet, applicable to the Period immediately preceding such Meeting, together with the Report of the Auditors thereon, as herein-before provided.

*Balance Sheet to be produced at the Meeting.*

CXIX. The Directors shall appoint a Book-keeper to enter the Accounts aforesaid in Books to be provided for the Purpose; and every such Book-keeper shall permit any Shareholder to inspect such Books, and to take Copies or Extracts therefrom, at any reasonable Time during the prescribed Periods, and if no Periods be prescribed during One Fortnight before and One Month after every Ordinary Meeting; and if he fail to permit any such Shareholder to inspect such Books, or take Copies or Extracts therefrom, during the Periods aforesaid, he shall forfeit to such Shareholder for every such Offence a Sum not exceeding Five Pounds.

*Book-keeper to allow Inspection of the Accounts at the appointed Times.*

And with respect to the making of Dividends, be it enacted as follows:

*Dividends.*

CXX. Previously to every Ordinary Meeting at which a Dividend is intended to be declared, the Directors shall cause a Scheme to be prepared, showing the Profits, if any, of the Company for the Period current since the preceding Ordinary Meeting at which a Dividend was declared, and apportioning the same, or so much thereof as they may consider applicable to the Purposes of Dividend, among the Shareholders, according to the Shares held by them respectively, the Amount paid thereon, and the Periods during which the same may have been paid, and shall exhibit such Scheme at such Ordinary Meeting, and at such Meeting a Dividend may be declared according to such Scheme.

*Previously to Declaration of Dividends a Scheme to be prepared.*

CXXI. The Company shall not make any Dividend whereby their Capital Stock will be in any degree reduced: Provided always, that the Word "Dividend" shall not be construed to apply to a

*Dividend not to be made so as to reduce Capital.*

Return



*Dividends.*

Return of any Portion of the Capital Stock, with the Consent of all the Mortgagees and Bond Creditors of the Company, due Notice being given for that Purpose at an Extraordinary Meeting to be convened for that Object.

Power to  
Directors to  
set apart a  
Fund for-  
Contingen-  
cies.

CXXII. Before apportioning the Profits to be divided among the Shareholders the Directors may, if they think fit, set aside thereout such Sum as they may think proper to meet Contingencies, or for enlarging, repairing, or improving the Works connected with the Undertaking, or any Part thereof, and may divide the Balance only among the Shareholders.

Dividend not  
to be paid  
unless all  
Calls paid.

CXXIII. No Dividend shall be paid in respect of any Share until all Calls then due in respect of that and every other Share held by the Person to whom such Dividend may be payable shall have been paid.

*Bye Laws.*

And with respect to the making of Bye Laws, be it enacted as follows:

Power to  
make Bye  
Laws for the  
Officers of  
the Com-  
pany.

CXXIV. It shall be lawful for the Company from Time to Time to make such Bye Laws as they think fit, for the Purpose of regulating the Conduct of the Officers and Servants of the Company, and for providing for the due Management of the Affairs of the Company in all respects whatsoever, and from Time to Time to alter or repeal any such Bye Laws, and make others, provided such Bye Laws be not repugnant to the Laws of that Part of the United Kingdom where the same are to have effect, or to the Provisions of this or the special Act; and such Bye Laws shall be reduced into Writing, and shall have affixed thereto the Common Seal of the Company; and a Copy of such Bye Laws shall be given to every Officer and Servant of the Company affected thereby.

Fines for  
Breach of  
such Bye  
Laws.

CXXV. It shall be lawful for the Company, by such Bye Laws, to impose such reasonable Penalties upon all Persons, being Officers or Servants of the Company, offending against such Bye Laws, as the Company think fit, not exceeding Five Pounds for any One Offence.

Bye Laws to  
be so framed  
as that Pen-  
alties may be  
mitigated.

CXXVI. All the Bye Laws to be made by the Company shall be so framed as to allow the Justice before whom any Penalty imposed thereby may be sought to be recovered to order a Part only of such Penalty to be paid, if such Justice shall think fit.

Evidence of  
Bye Laws.

CXXVII. The Production of a written or printed Copy of the Bye Laws of the Company, having the Common Seal of the Company affixed thereto, shall be sufficient Evidence of such Bye Laws in all Cases of Prosecution under the same.

*Arbitration.*

And with respect to the Settlement of Disputes by Arbitration, be it enacted as follows:

Appoint-  
ment of

CXXVIII. When any Dispute authorized or directed by this or the special Act, or any Act incorporated therewith, to be settled by Arbitration,

Arbitration, shall have arisen, then, unless both Parties shall concur in the Appointment of a single Arbitrator, each Party, on the Request of the other Party, shall by Writing under his Hand nominate and appoint an Arbitrator to whom such Dispute shall be referred; and after any such Appointment shall have been made neither Party shall have Power to revoke the same without the Consent of the other, nor shall the Death of either Party operate as such Revocation; and if for the Space of Fourteen Days after any such Dispute shall have arisen, and after a Request in Writing shall have been served by the one Party on the other Party to appoint an Arbitrator, such last-mentioned Party fail to appoint such Arbitrator, then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both Parties, and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute; and in such Case the Award or Determination of such single Arbitrator shall be final.

Arbitrator when Questions are to be determined by Arbitration.

CXXIX. If before the Matters so referred shall be determined any Arbitrator appointed by either Party die, or become incapable or refuse or for Seven Days neglect to act as Arbitrator, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place; and if for the Space of Seven Days after Notice in Writing from the other Party for that Purpose he fail to do so the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death, Refusal, or Disability as aforesaid.

Vacancy of Arbitrator to be supplied.

CXXX. Where more than One Arbitrator shall have been appointed such Arbitrators shall, before they enter upon the Matters referred to them, nominate and appoint by Writing under their Hands an Umpire to decide on any such Matters on which they shall differ; and if such Umpire shall die, or refuse or for Seven Days neglect to act, they shall forthwith after such Death, Refusal, or Neglect appoint another Umpire in his Place; and the Decision of every such Umpire on the Matters so referred to him shall be final.

Appointment of Umpire.

CXXXI. If in either of the Cases aforesaid the said Arbitrators shall refuse, or shall, for Seven Days after Request of either Party to such Arbitration, neglect to appoint an Umpire, it shall be lawful for the Board of Trade, if they think fit, in any Case in which a Railway Company shall be one Party to the Arbitration, on the Application of either Party to such Arbitration, to appoint an Umpire; and the Decision of such Umpire on the Matters on which the Arbitrators shall differ shall be final.

Board of Trade empowered to appoint an Umpire, on Neglect of the Arbitrators, in case of Railway Companies.

CXXXII. The said Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he may think necessary for determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Power of Arbitrators to call for Books, &c.

Costs to be  
in the Dis-  
cretion of the  
Arbitrators.

CXXXIII. Except where by this or the special Act, or any Act incorporated therewith, it shall be otherwise provided, the Costs of and attending every such Arbitration to be determined by the Arbitrators shall be in the Discretion of the Arbitrators or their Umpires, as the Case may be.

Submission  
to Arbitra-  
tion to be  
made Rule of  
Court.

CXXXIV. The Submission to any such Arbitration may be made a Rule of any of the Superior Courts, on the Application of either of the Parties.

Notices.

And with respect to the giving of Notices, be it enacted as follows :

Service of  
Notices upon  
Company.

CXXXV. Any Summons or Notice, or any Writ, or other Proceeding, at Law or in Equity, requiring to be served upon the Company, may be served by the same being left at, or transmitted through the Post directed to the principal Office of the Company, on one of their principal Offices where there shall be more than one, or being given personally to the Secretary, or in case there be no Secretary then by being given to any one Director of the Company.

Service by  
Company on  
Share-  
holders.

CXXXVI. Notices requiring to be served by the Company upon the Shareholders may, unless expressly required to be served personally, be served by the same being transmitted through the Post directed according to the registered Address or other known Address of the Shareholder, within such Period as to admit of its being delivered in the due Course of Delivery within the Period (if any) prescribed for the giving of such Notice ; and in proving such Service it shall be sufficient to prove that such Notice was properly directed, and that it was so put into the Post Office.

Notices to  
joint Pro-  
prietors of  
Shares.

CXXXVII. All Notices directed to be given to the Shareholders shall, with respect to any Share to which Persons are jointly entitled, be given to whichever of the said Persons shall be named first in the Register of Shareholders ; and Notice so given shall be sufficient Notice to all the Proprietors of such Share.

Notices by  
Advertisement.

CXXXVIII. All Notices required by this or the special Act, or any Act incorporated therewith, to be given by Advertisement, shall be advertised in the prescribed Newspaper, or if no Newspaper be prescribed, or if the prescribed Newspaper cease to be published, in a Newspaper circulating in the District within which the Company's principal Place of Business shall be situated.

Authenti-  
cation of  
Notices.

CXXXIX. Every Summons, Notice, or other such Document requiring Authentication by the Company, may be signed by Two Directors, or by the Treasurer or the Secretary of the Company, and need not be under the Common Seal of the Company, and the same may be in Writing or in Print, or partly in Writing and partly in Print.

Proof of  
Debts in  
Bankruptcy.

CXL. And be it enacted, That if any Person against whom the Company shall have any Claim or Demand become bankrupt, or

take the Benefit of any Act for the Relief of Insolvent Debtors, it shall be lawful for the Secretary or Treasurer of the Company, in all Proceedings against the Estate of such Bankrupt or Insolvent, or under any Fiat, Sequestration, or Act of Insolvency against such Bankrupt or Insolvent, to represent the Company, and act in their Behalf, in all respects as if such Claim or Demand had been the Claim or Demand of such Secretary or Treasurer, and not of the Company.

*Notice.*

CXLI. And be it enacted, That if any Party shall have committed any Irregularity, Trespass, or other wrongful Proceeding in the Execution of this or the special Act, or by virtue of any Power or Authority thereby given, and if, before Action brought in respect thereof, such Party make Tender of sufficient Amends to the Party injured, such last-mentioned Party shall not recover in any such Action; and if no such Tender shall have been made it shall be lawful for the Defendant, by Leave of the Court where such Action shall be pending, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit; and thereupon such Proceedings shall be had as in other Cases where Defendants are allowed to pay Money into Court.

*Tender of Amends.*

And with respect to the Recovery of Damages not specially provided for, and Penalties, be it enacted as follows:

*Recovery of Damages and Penalties.*

CXLII. In all Cases where any Damages, Costs, or Expences are by this or the special Act, or any Act incorporated therewith, directed to be paid, and the Method of ascertaining the Amount or enforcing the Payment thereof is not provided for, such Amount, in case of Dispute, shall be ascertained and determined by Two Justices; and if the Amount so ascertained be not paid by the Company or other Party liable to pay the same within Seven Days after Demand, the Amount may be recovered by Distress of the Goods of the Company or other Party liable as aforesaid; and the Justices by whom the same shall have been ordered to be paid, or either of them, on Application, shall issue their or his Warrant accordingly.

*Provision for Damages not otherwise provided for.*

CXLIII. If sufficient Goods of the Company cannot be found whereon to levy any such Damages, Costs, or Expences, payable by the Company, the same may, if the Amount thereof do not exceed Twenty Pounds, be recovered by Distress of the Goods of the Treasurer of the Company; and the Justices aforesaid, or either of them, on Application, shall issue their or his Warrant accordingly; but no such Distress shall issue against the Goods of such Treasurer unless Seven Days previous Notice in Writing, stating the Amount so due, and demanding Payment thereof, have been given to such Treasurer, or left at his Residence; and if such Treasurer pay any Money under such Distress as aforesaid, he may retain the Amount so paid by him, and all Costs and Expences occasioned thereby, out of any Money belonging to the Company coming into his Custody or Control, or he may sue the Company for the same.

*Distress against the Treasurer.*

CXLIV. Where in this or the special Act, or any Act incorporated therewith, any Question of Compensation, Expences, Charges, or Damages

*Method of Proceeding before Justices in*

Questions of  
Damages,  
&c.

Damages is referred to the Determination of any One Justice, or more, it shall be lawful for any Justice, upon the Application of either Party, to summon the other Party to appear before One Justice, or before Two Justices, as the Case may require, at a Time and Place to be named in such Summons; and upon the Appearance of such Parties, or in the Absence of any of them, upon Proof of due Service of the Summons, it shall be lawful for such One Justice, or such Two Justices, as the Case may be, to hear and determine such Question, and for that Purpose to examine such Parties or any of them, and their Witnesses, on Oath; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall determine the Amount thereof.

Publication  
of Penalties.

CXLV. The Company shall publish the short Particulars of the several Offences for which any Penalty is imposed by this or the special Act, or any Act incorporated therewith, or by any Bye Law of the Company affecting other Persons than the Shareholders, Officers, or Servants of the Company, and of the Amount of every such Penalty, and shall cause such Particulars to be painted on a Board, or printed upon Paper and pasted thereon, and shall cause such Board to be hung up or affixed on some conspicuous Part of the principal Place of Business of the Company, and where any such Penalties are of local Application shall cause such Boards to be affixed in some conspicuous Place in the immediate Neighbourhood to which such Penalties are applicable or have Reference; and such Particulars shall be renewed as often as the same or any Part thereof is obliterated or destroyed; and no such Penalty shall be recoverable unless it shall have been published and kept published in the Manner herein-before required.

Penalty for  
defacing  
Boards used  
for such  
Publication.

CXLVI. If any Person pull down or injure any Board put up or affixed as required by this or the special Act, or any Act incorporated therewith, for the Purpose of publishing any Bye Law or Penalty, or shall obliterate any of the Letters or Figures thereon, he shall forfeit for every such Offence a Sum not exceeding Five Pounds, and shall defray the Expences attending the Restoration of such Board.

Penalties to  
be sum-  
marily  
recovered  
before Two  
Justices.

CXLVII. Every Penalty or Forfeiture imposed by this or the special Act, or any Act incorporated therewith, or by any Bye Law made in pursuance thereof, the Recovery of which is not otherwise provided for, may be recovered by summary Proceeding before Two Justices; and on Complaint being made to any Justice he shall issue a Summons, requiring the Party complained against to appear before Two Justices at a Time and Place to be named in such Summons; and every such Summons shall be served on the Party offending, either in Person or by leaving the same with some Inmate at his usual Place of Abode; and upon the Appearance of the Party complained against, or in his Absence, after Proof of the due Service of such Summons, it shall be lawful for Two Justices to proceed to the hearing of the Complaint, and that although no Information in Writing or in Print shall have been exhibited before them, and upon Proof of the Offence, either by the Confession of the Party complained against,  
or

or upon the Oath of One credible Witness or more, it shall be lawful for such Justices to convict the Offender, and upon such Conviction to adjudge the Offender to pay the Penalty or Forfeiture incurred, as well as such Costs attending the Conviction as such Justices shall think fit.

*Recovery of  
Damages and  
Penalties.*

CXLVIII. If forthwith upon any such Adjudication as aforesaid, the Amount of the Penalty or Forfeiture, and of such Costs as aforesaid, be not paid, the Amount of such Penalty and Costs shall be levied by Distress; and such Justices, or either of them, shall issue their or his Warrant of Distress accordingly.

*Penalties  
may be levied  
by Distress.*

CXLIX. It shall be lawful for any such Justice to order any Offender so convicted as aforesaid to be detained and kept in safe Custody until Return can be conveniently made to the Warrant of Distress to be issued for levying such Penalty or Forfeiture, and Costs, unless the Offender give sufficient Security, by way of Recognizance or otherwise, to the Satisfaction of the Justice, for his Appearance before him on the Day appointed for such Return, such Day not being more than Eight Days from the Time of taking such Security; but if before issuing such Warrant of Distress it shall appear to the Justice, by the Admission of the Offender or otherwise, that no sufficient Distress can be had within the Jurisdiction of such Justice whereon to levy such Penalty or Forfeiture, and Costs, he may, if he thinks fit, refrain from issuing such Warrant of Distress; and in such Case, or if such Warrant shall have been issued, and upon the Return thereof such Insufficiency as aforesaid shall be made to appear to the Justice, then such Justice shall, by Warrant, cause such Offender to be committed to Gaol, there to remain without Bail for any Term not exceeding Three Months, unless such Penalty or Forfeiture, and Costs, be sooner paid and satisfied.

*Imprison-  
ment in de-  
fault of Dis-  
tress.*

CL. Where in this or the special Act, or any Act incorporated therewith, any Sum of Money, whether in the Nature of Penalty or otherwise, is directed to be levied by Distress, such Sum of Money shall be levied by Distress and Sale of the Goods and Chattels of the Party liable to pay the same; and the Overplus arising from the Sale of such Goods and Chattels, after satisfying such Sum of Money, and the Expences of the Distress and Sale, shall be returned, on Demand, to the Party whose Goods shall have been distrained.

*Distress how  
to be levied.*

CLI. No Distress levied by virtue of this or the special Act, or any Act incorporated therewith, shall be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage in an Action upon the Case.

*Distress not  
unlawful for  
Want of  
Form.*

CLII. The Justices by whom any such Penalty or Forfeiture shall be imposed may, where the Application thereof is not otherwise provided

*Application  
of Penalties.*

**Recovery of  
Damages and  
Penalties.**

provided for, award not more than One Half thereof to the Informer, and shall award the Remainder to the Overseers of the Poor of the Parish in which the Offence shall have been committed, for the Benefit of the Poor of such Parish; or if the Place wherein the Offence shall have been committed shall be extra-parochial, then such Justices shall direct such Remainder to be applied for the Benefit of the Poor of such extra-parochial Place, or of any adjoining Parish or District, and shall order the same to be paid over to the proper Officer for that Purpose.

**Penalties to  
be sued for  
within Six  
Months.**

CLIII. No Person shall be liable to the Payment of any Penalty or Forfeiture imposed by virtue of this or the special Act, or any Act incorporated therewith, for any Offence made cognizable before a Justice, unless the Complaint respecting such Offence shall have been made before such Justice within Six Months next after the Commission of such Offence.

**Damage  
to be made  
good in ad-  
dition to  
Penalty.**

CLIV. If, through any Act, Neglect, or Default on account whereof any Person shall have incurred any Penalty imposed by this or the special Act, or any Act incorporated therewith, any Damage to the Property of the Company shall have been committed by such Person, he shall be liable to make good such Damage, as well as to pay such Penalty; and the Amount of such Damages shall, in case of Dispute, be determined by the Justices by whom the Party incurring such Penalty shall have been convicted; and on Nonpayment of such Damages, on Demand, the same shall be levied by Distress, and such Justices, or One of them, shall issue their or his Warrant accordingly.

**Penalty on  
Witnesses  
making de-  
fault.**

CLV. It shall be lawful for any Justice to summon any Person to appear before him as a Witness in any Matter in which such Justice shall have Jurisdiction, under the Provisions of this or the special Act, or any Act incorporated therewith, at a Time and Place mentioned in such Summons, and to administer to him an Oath to testify the Truth in such Matter; and if any Person so summoned shall, without reasonable Excuse, refuse or neglect to appear at the Time and Place appointed for that Purpose, having been paid or tendered a reasonable Sum for his Expenses, or if any Person appearing shall refuse to be examined upon Oath or to give Evidence before such Justice, every such Person shall forfeit a Sum not exceeding Five Pounds for every such Offence.

**Traders  
Offenders.**

CLVI. It shall be lawful for any Officer or Agent of the Company, and all Persons called by him to his Assistance, to seize and detain any Person who shall have committed any Offence against the Provisions of this or the special Act, or any Act incorporated therewith, and whose Name and Residence shall be unknown to such Officer or Agent, and convey him, with all convenient Despatch, before some Justice, without any Warrant or other Authority than this or the special Act; and such Justice shall proceed with all convenient Despatch to the hearing and determining of the Complaint against such Offender.

CLVII. The

CLVII. The Justices before whom any Person shall be convicted of any Offence against this or the special Act, or any Act incorporated therewith, may cause the Conviction to be drawn up according to the Form in the Schedule (G.) to this Act annexed. Form of Conviction.

CLVIII. No Proceeding in pursuance of this or the special Act, or any Act incorporated therewith, shall be quashed or vacated for Want of Form, nor shall the same be removed by Certiorari or otherwise into any of the Superior Courts. Proceedings not to be quashed for Want of Form.

CLIX. If any Party shall feel aggrieved by any Determination or Adjudication of any Justice with respect to any Penalty or Forfeiture under the Provisions of this or the special Act, or any Act incorporated therewith, such Party may appeal to the General Quarter Sessions for the County or Place in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, nor unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought, nor unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon. Appeal. Parties allowed to appeal to Quarter Sessions on giving Security.

CLX. At the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable. Court to make such Order as they think reasonable.

And with respect to the Provision to be made for affording Access to the special Act by all Parties interested, be it enacted as follows: Access to Special Act.

CLXI. The Company shall, at all Times after the Expiration of Six Months after the passing of the special Act, keep in their principal Office of Business a Copy of the special Act, printed by the Printers to Her Majesty, or some of them; and where the Undertaking shall be a Railway, Canal, or other like Undertaking, the Works of which shall not be confined to one Town or Place, shall also, within the Space of such Six Months, deposit in the Office of each of the Clerks of the Peace of the several Counties into which the Works shall extend, and in the Office of the Town Clerk of every Burgh or City into which or within One Mile of which the Works shall extend, a Copy of such special Act so printed as aforesaid; and the said Clerks of the Peace and Town Clerks shall receive, and they and the Company respectively shall retain, the said Copies of the special Act, and shall permit all Persons interested to inspect the same, Copies of special Act to be kept and deposited; and allowed to be inspected.



7 W. 4. &  
1 Vict. c. 83.

same, and make Extracts or Copies therefrom, in the like Manner and upon the like Terms and under the like Penalty for Default as is provided in the Case of certain Plans and Sections, by an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament.*

Penalty on  
Company  
failing to  
keep or  
deposit such  
Copies.

CLXII. If the Company shall fail to keep or deposit as hereinbefore mentioned any of the said Copies of the special Act, they shall forfeit Twenty Pounds for every such Offence, and also Five Pounds for every Day afterwards during which such Copy shall be not so kept or deposited.

Act not to  
extend to  
Scotland.

CLXIII. And be it enacted, That this Act shall not extend to Scotland.

For recover-  
ing Calls  
against  
Share-  
holders re-  
siding in  
Scotland.

CLXIV. Provided always, and be it enacted, That if any Shareholder residing in ~~Scotland shall fail to pay~~ the Amount of any Call made upon him by the Company in respect of any Share held by him, it shall be lawful for the Company to proceed against him in Scotland, and to sue for and recover the Amount of such Call, or to declare such Share forfeited, in such Manner as is by "The Companies Clauses Consolidation (Scotland) Act, 1845," in case the same shall pass into a Law, provided in regard to Shareholders of any Company in Scotland.

Act may be  
amended, &c.

CLXV. And be it enacted, That this Act may be amended or repealed by any Act to be passed in this Session of Parliament.

SCHEDULES referred to by the foregoing Act.

SCHEDULE (A.)

*Form of Certificate of Share.*

“ The \_\_\_\_\_ Company.”  
 Number \_\_\_\_\_  
 This is to certify, That A.B. of \_\_\_\_\_ is the Proprietor  
 of the Share Number \_\_\_\_\_ of “ The \_\_\_\_\_ Company,”  
 subject to the Regulations of the said Company. Given under the  
 Common Seal of the said Company, the \_\_\_\_\_ Day of \_\_\_\_\_  
 in the Year of our Lord \_\_\_\_\_

SCHEDULE (B.)

*Form of Transfer of Shares or Stock.*

I \_\_\_\_\_ of \_\_\_\_\_ in consideration of  
 the Sum of \_\_\_\_\_ paid to me by \_\_\_\_\_  
 of \_\_\_\_\_ do hereby transfer to the said  
 Share [or Shares], numbered \_\_\_\_\_ in the Undertaking  
 called “ The \_\_\_\_\_ Company” [or  
 Pounds Consolidated Stock in the Undertaking called “ The  
 Company,” standing (or Part of the  
 Stock standing) in my Name in the Books of the Company], to hold  
 unto the said \_\_\_\_\_ his Executors, Administrators, and  
 Assigns [or Successors and Assigns], subject to the several Con-  
 ditions on which I held the same at the Time of the Execution  
 hereof; and I the said \_\_\_\_\_ do hereby agree to  
 take the said Share [or Shares] [or Stock], subject to the same  
 Conditions. As witness our Hands and Seals, the  
 Day of \_\_\_\_\_

SCHEDULE (C.)

*Form of Mortgage Deed.*

“ The \_\_\_\_\_ Company.”  
 Mortgage, Number \_\_\_\_\_ £  
 By virtue of [here name the special Act], we, “ The  
 Company,” in consideration of the Sum of \_\_\_\_\_ Pounds  
 paid to us by A.B. of \_\_\_\_\_ do assign unto the said A.B.,  
 his Executors, Administrators, and Assigns, the said Undertaking,  
 [and (in case such Loan shall be in anticipation of the Capital  
 3 I \_\_\_\_\_ authorized

8<sup>o</sup> VICTORIÆ, Cap. 16.

*authorized to be raised*) all future Calls on Shareholders], and all the Tolls and Sums of Money arising by virtue of the said Act, and all the Estate, Right, Title, and Interest of the Company in the same; to hold unto the said A.B., his Executors, Administrators, and Assigns, until the said Sum of Pounds, together with Interest for the same at the Rate of for every One hundred Pounds by the Year, be satisfied [the Principal Sum to be repaid at the End of Years from the Date hereof (*in case any Period be agreed upon for that Purpose*)], [at *or any Place of Payment other than the principal Office of the Company*]. Given under our Common Seal, this Day of in the Year of our Lord

## SCHEDULE (D.)

*Form of Bond.*

"The Company"

Bond, Number

By virtue of [*here name the special Act*], we, "The Company," in consideration of the Sum of Pounds to us in hand paid by A.B. of do bind ourselves and our Successors unto the said A.B., his Executors, Administrators, and Assigns, in the penal Sum of Pounds.

The Condition of the above Obligation is such, that if the said Company shall pay to the said A.B., his Executors, Administrators, or Assigns, [at (*in case any other Place of Payment than the principal Office of the Company be intended*)], on the Day of which will be in the Year One thousand eight hundred and , the Principal Sum of Pounds, together with Interest for the same at the Rate of Pounds per Centum per Annum, payable half-yearly on the Day of and Day of then the above-written Obligation is to become void, otherwise to remain in full Force. Given under our Common Seal, this Day of One thousand eight hundred and

## SCHEDULE (E.)

*Form of Transfer of Mortgage or Bond.*

I A.B. of in consideration of the Sum of paid to me by G.H. of do hereby transfer to the said G.H., his Executors, Administrators, and Assigns, a certain Bond [*or Mortgage*] Number made by "The Company" to bearing Date the Day of for securing the Sum of and Interest [*or, if such Transfer*]

*Transfer be by Endorsement, the within Security], and all my Right, Estate, and Interest in and to the Money thereby secured [and if the Transfer be of a Mortgage, and in and to the Tolls, Money, and Property thereby assigned]. In witness whereof I have hereunto set my Hand and Seal, this                      Day of                      One thousand eight hundred and*

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SCHEDULE (F.)

*Form of Proxy.*

*A. B.*                      One of the Proprietors of  
 "The                      Company," doth hereby appoint *C. D.*  
 of                      to be the Proxy of the said *A. B.*, in his  
 Absence to vote in his Name upon any Matter relating to the  
 Undertaking proposed at the Meeting of the Proprietors of the said  
 Company to be held on the                      Day of                      next,  
 in such Manner as he the said *C. D.* doth think proper. In witness  
 whereof the said *A. B.* hath hereunto set his Hand [*or, if a Corpo-*  
*ration, say the Common Seal of the Corporation], the                      Day*  
*of                      One thousand eight hundred and*

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SCHEDULE (G.)

*Form of Conviction.*

to wit.  
 BE it remembered, That on the                      Day of  
 in the Year of our Lord                      *A. B.* is convicted  
 before us *C., D.*, Two of Her Majesty's Justices of the Peace for  
 the County of                      [*here describe the Offence generally,*  
*and the Time and Place when and where committed],* contrary to the  
 [*here name the special Act*]. Given under our Hands and Seals, the  
 Day and Year first-above written.

*C. D.*  
*D.*

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LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
 Printers to the Queen's most Excellent Majesty. 1845.

WHITE  
1844



